



Contract #: 303748
Responsible Agent: Ali Hedrick
ali@arrivalartists.com

The following is an agreement made between **University of Florida-SGP**, herein called 'PURCHASER', and **Mt. Joy LLC**, herein called 'Artist' and/or COMPANY, on Thursday, March 4, 2021. The PURCHASER hereby engages Artist to provide the services of Mt. Joy to provide the entertainment presentation hereinafter described, on the terms herein set forth.

The PURCHASER agrees to the following terms:

1. Artist: Mt. Joy

2. Engagement Venue: University of Florida - Flavet Field
300 Reitz Union Drive
Gainesville, FL 32611
US

3. Date of Engagement: March 26, 2021
No. Shows: One (1)

4. Schedule: 6:00 PM Doors
7:30 PM Performance TBD Support
8:30 PM Performance Mt. Joy
11:00 PM Curfew

5. Age Restriction: All Ages

6. Merchandise: Due to COVID-19, PURCHASER will not be permitting the sales of merchandise **7. Billing:** 100%

Headline (Private show for University of Florida Students)

8. Compensation: Flat Guarantee of \$ 62,000.00
PURCHASER to provide and pay for ARTIST backline, in addition to all ARTIST rider requirements, per ARTIST specification and approval.

If the event is affected by COVID-19, and deemed unsafe by the PURCHASER, the offer will revert to \$25,000.00 Flat Guarantee for a VIRTUAL LIVE performance (see Additional Provisions below for more information) All VIRTUAL LIVE performance details per advance with ARTIST.

9. Production PURCHASER to provide and pay for House Sound and Lights, approved by ARTIST

10. Additional Provisions: COVID SAFETY:

Promoter will provide Artist with a designated restroom and green room space, exclusive to the Artist team and crew. No one outside of the Artists and touring crew will be allowed in this space without prior approval.

Promoter will provide a runner for the Artist, for food and hotel transportation.

The event staff and crew will have temperature checks the day of the event. If the promoter, crew, or any member of the event staff are sick, show any symptoms of COVID-19, or have been exposed to anyone with the virus, they will stay home.

Face coverings are required for all guests and staff while at the venue and during the performance – patrons may temporarily remove their coverings while actively eating or drinking At least six-foot social distancing will be enforced in the restrooms, concession lines, merchandise lines, entrance lines, and between all pod/car areas*

Hand sanitizing stations are available throughout the venue and proper hand hygiene is strongly encouraged.

Sanitizing of high touch points will be done throughout the event (restrooms, concessions, etc.)

Prior to each performance, the venue public spaces will be cleaned and sanitized

Promoter is required to inform AGENT of all COVID health regulation changes leading up to the event and adhere to CDC guidelines.

*Seating is limited in accordance with social distancing guidelines,
COVID VIRTUAL EVENT PLAN:

PURCHASER understands that this offer is made under the current precautions of COVID-19. The offer above is made for a LIVE performance on campus (at UF). However, if at the discretion of the PURCHASER, a live performance is not able to happen due to COVID-19 restrictions, ARTIST will perform a virtual event, centric and private to the UF students/staff/community. Platform to be used for a virtual event is the FanFX live event, streaming platform, and ARTIST will perform live on screen (not pre-recorded). Stream will be hosted by a private link either on Vimeo or another online site as determined by PURCHASER. PURCHASER will provide hosts for the event and all graphics, etc. will be UF centric. The stream will live on the private site for up to 24 hours after the live broadcast is completed, and then will be removed from the site. ARTIST agrees to complete a virtual Q&A and Meet & Greet with the students on the UF board (up to 25 participants) in a zoom room after the event ends to take individual photos.

INSURANCE:

School requires ARTIST to submit a valid COI with minimum one (1) million per occurrence / two (2) million aggregate and must include the PURCHASER and Degy Booking International, Inc. as additional insured on a primary noncontributory basis.

RECORDINGS/PHOTOS:

There shall be no audio or visual recordings, professional recordings, or virtual recordings of any Kind. No personal device videos or photos may be posted on any socials at any time during the event or thereafter. ARTIST reserves the right to end the performance if these rules are not being followed.

11. Buyer Signed Contract: Buyer signed contract and rider due to Arrival Artists no later than two weeks after contract issue date.

12. Deposits: All payments shall be paid by PURCHASER in United States Dollar (unless otherwise mentioned) by Wire Transfer

Balance due on site \$ 62,000.00

13. Deposit Remittance: BANK WIRE INFO:

Arrival Artists, LLC
C/O Chase Bank
For Further Credit To: Mt. Joy
1048 W. Lake St.
Oak Park, IL 60301
ABA Routing No. 071000013
Account No. 661105350

14. Event Capacity: Approx. 1086 attendees.

15. Artist Assets: <https://www.arrivalartists.com/artist-assets/?profile=mt.-joy>

16. Ticket Notes: Private show to students and UF community only - no tickets sold.

Due to COVID-19, no artist comps available. Only registered students who have been cleared for campus through the University's Screen, Test, Protect program will be admitted to show.

Ticket Scaling

Tier Total Comps/Kills	Price	Total
Free Show for UF Students 1086 0	\$ 0.00	\$ 0.00
Total 1086 0		

Gross Potential \$ 0.00

Net Potential \$ 0.00

One copy of this agreement signed by the PURCHASER must be received by the Artist's agent no later than two weeks after contract issue date. If said document is not received by this date, said agent shall have the right to cancel this engagement by notices to the PURCHASER.

This agreement, including all terms and conditions expressed within the accompanying documents, constitutes the entire understanding between the parties to it. It cannot be changed orally and it shall be constructed, governed and interpreted pursuant to the laws of the State of **Illinois**. This agreement may not be assigned by the PURCHASER.

This Performance Contract between Artist and PURCHASER consists of this principal agreement together with the Additional Terms and Conditions, Artist's rider (if any) and any other exhibits and addenda which are attached hereto and incorporated herein by this reference (collectively, this "Agreement").

Please note that, in absence of your response to this email, the lack of communication or announcement of the Artist shall be deemed to be your acceptance of these terms without compromise, and we shall proceed in good faith accordingly.

University of Florida-SGP

Adrian Badenjki
University of Florida-SGP 300 Reitz Union PO Box 118505 Gainesville,
FL 32611 US
sgp@sg.ufl.edu
(305) 519-7936

Mt. Joy

Mt. Joy LLC
235 Park Ave S
New York, NY 10003 US
/ EIN 81-4965970

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Page 3 of 10

The following additional terms and conditions are incorporated in and are part of the Performance Contract attached

hereto. 1. VENUE:

1.1 Under no circumstances may the Purchaser change the Venue for the Date of Engagement without Agent's or Artist's prior written consent, which may be withheld in Agent's or Artist's sole discretion, as applicable. Notwithstanding anything to the contrary contained herein, a change of Venue by the Purchaser in the absence of such consent shall constitute a material breach of this Agreement and Purchaser shall be liable for the full amount of Compensation due hereunder regardless of the date on which such change takes place.

1.2 In addition to Venue, Purchaser hereby agrees to provide all necessary permits and licenses required by all applicable laws for purposes of lawfully conducting the Event. Unless otherwise agreed to by Agent in writing prior to the Date of Engagement, it is hereby acknowledged and agreed that Artist shall perform in the primary (main) featured performance area of Venue.

2. DATE(S) OF ENGAGEMENT:

2.1 Artist's appearance on the Date of Engagement (hereinafter, the "Performance"), together with all other performances at the Venue on the Date of Engagement, is hereinafter collectively referred to as the "Event." Unless otherwise expressly agreed in writing by Agent, Purchaser may not make any announcements regarding the Performance contracted for hereunder until Company has received the initial deposit set forth in the paragraph titled "Payment Terms" of the Facing Page(s) of this Agreement and written authorization from Agent that such an announcement may be made. In the event that Purchaser breaches the terms contained in the foregoing sentence, Agent or Company may elect to immediately terminate this agreement upon giving written notice to Purchaser, without prejudice to any rights or claims Agent or Company may have. In the event of such termination, Company shall be entitled to retain any payments previously made by Purchaser hereunder and shall have no obligation to furnish Artist to perform on the Date of Engagement.

2.2 Purchaser hereby acknowledges that, except as otherwise expressly set forth herein, each and every Deposit payment made hereunder is non-refundable. Contemporaneous with payment of the Deposit(s) hereunder and subject to the terms of paragraph 4.1 herein below, Purchaser is being granted the limited right to immediately exploit artist's approved name, image and logo (hereinafter, the "NIL Rights") solely for purposes of advertising, marketing and promoting the Event and the sale of tickets with respect thereto. Purchaser further acknowledges that the aforesaid grant of NIL Rights constitutes a value in consideration of the payment of any and all monies paid to Company hereunder prior to the Date of Engagement. For the avoidance of doubt, except as otherwise expressly set forth in writing between the parties hereto, the NIL Rights granted hereunder shall immediately revert to Company upon the earlier of (a) completion of the Performance, (b) material uncured breach of the Agreement by Purchaser, (c) cancellation of the Performance, or (d) termination of this Agreement by either party in accordance with the terms hereof.

3. TICKET PRICE:

3.1 Notwithstanding anything to the contrary contained herein, and for the avoidance of doubt, Purchaser shall be solely responsible for payment of all taxes (including, without limitation, state and local sales taxes) associated with the sale of tickets for the Event.

3.2 Purchaser shall not charge a surcharge, tax, or fee of any kind in addition to the ticket price stated herein.

3.3 Purchaser shall not increase or decrease a ticket price, nor charge a fee based on an age differential, without prior agreement between Purchaser and Agent.

3.4 The parties hereto hereby agree that a ticketing outlet of Company's choosing shall have the exclusive right to offer for sale one hundred percent (100%) of all tickets for the Events to be made available for purchase online.

3.5 Subject always to the applicable data protection legislation, Purchaser shall make the Database available to Company free of charge. "Database" shall mean all statistical and demographic data gathered in connection with ticket sales for the Performance, including, without limitation, e-mail addresses of purchasers of tickets for the Performance.

4. LINE-UP, BILLING, AND PROMOTION:

4.1 (a) Purchaser shall obtain the approval of Agent by e-mail over all advertisements and promotional material (including flyer design) using the Artist's name, likeness and/or logos prior to producing and/or disseminating any such materials.

(b) In respect of the Date of Engagement hereunder, Artist shall receive billing reflected on the face page of this agreement with respect to all artist performances taking place at the Venue on all materials distributed by Purchaser to press and public. Artist shall be billed as set forth on the Artist Rider (as defined in paragraph 15.5 herein below) and in no other way without the prior written consent of Agent.

(c) Purchaser must use Artist's NAME/IMAGE/LIKENESS/LOGO template (hereinafter, the "NIL Template") in all Event advertising (including, without limitation, poster, flyer, Internet, radio, TV, and print advertising). The NIL Template shall be provided by Agent promptly following execution of this Agreement.

(d) Artist's artwork must be the predominant graphic element on all advertising.

(e) Purchaser acknowledges and agrees that the Artist's name or likeness may not be connected in any way with any form of sponsorship or endorsement of any kind, including but not limited to commercial and political, without the prior written consent of Company. Without limiting the foregoing, there shall be no sponsorship branding on the stage on which the Performance takes place without Agent's prior written approval, which may be withheld in Agent's sole discretion.

4.2 (a) Agent shall have the right to pre-approve the talent line-up for the Event.

(b) Company reserves the right to choose the performing artist who will perform immediately prior to and/or immediately after Artist's set time.

4.3 (a) Purchaser shall use best efforts to adequately promote the Performance by manufacturing and sending announcements, displaying posters, placing advertisements and by utilizing all other promotional methods that are standard practice in the industry. The costs of promotion shall be borne solely by Purchaser.

(b) Any materials made available to Purchaser by Agent or Company, including, without limitation, materials embodying Artist's name, Artist's image and/or logo, and any other intellectual property owned or controlled by Artist (hereinafter "NIL Materials") shall be used solely in connection with promotion of the Performance on the Date of Engagement and shall remain the property of Company or Artist, as applicable. Company shall have approval over each use of the NIL Materials hereunder. In the event that Company determines, in Company's sole discretion, that any use of the NIL materials may adversely affect Company, Artist or Company's or Artist's intellectual property rights, as applicable, upon receipt of Company's written notice of the foregoing, Purchaser will use best efforts to immediately discontinue dissemination of the promotional materials identified in said notice and shall promptly destroy the unused materials or return them to the requesting party at Purchaser's sole cost and expense.

5. PRODUCTION:

5.1 Not later than ten (10) weeks prior to the Date of Engagement, Purchaser shall submit to Company's designated representative, (hereinafter referred to as "Company's Representative"), for approval, a written production proposal (the "Production Proposal") which contains the proposed production budget ("Production Budget") for the Event and sets forth with reasonable specificity all proposed production elements therefore (including, without limitation, lights, video, special effects, sound, and staging). Promoter hereby warrants and represents that the level of production of the Event and all elements thereof shall be commensurate with Artist's stature in the musical artist market, and shall be appropriate for the size of the Venue, as determined by Company's Representative. Except as otherwise set forth herein or agreed in writing between the parties, in no event may Purchaser reduce line item expenditures below amounts set forth in the Production Budget as approved in writing by Agent or Company's Representative. Company shall have the right to insist upon the removal and/or addition of specific elements to the production (e.g., a laser), provided that such additional elements do not cause production costs for the Event to exceed one hundred ten percent (110%) of the approved Production Budget. For the avoidance of doubt, unless otherwise expressly agreed in writing between the parties hereto, Purchaser shall be responsible for any and all production costs including, without limitation, all costs that exceed the approved Production Budget in accordance with the foregoing sentence.

5.2 In the event of a breach of paragraph 5.1 herein above, without limiting any other rights and remedies Company may have under this Agreement, Company shall (i) have the right to refuse to furnish Artist to perform on the Date of Engagement and (ii) shall be entitled to retain any payments previously made by Purchaser hereunder.

6. SETTLEMENT:

6.1. In the event that payment to COMPANY will be based in whole or in part on the receipts of the Performance ticket prices, any changes in ticket price, different from what is listed on the face page of this contract, must be submitted to and approved by COMPANY in writing before tickets are ordered or placed on sale.

6.2 In the event that payment to Company is based in whole or in part on receipts of the Performance(s) hereunder, Purchaser agrees to deliver to Company a certified statement of the gross receipts of each performance within two (2) hours following the applicable Performance. Company shall have to 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 Event only.

6.3 In the event that contingent compensation is payable under this Agreement, Company or Agent shall have the right to appoint an accountant or auditor to examine the Purchaser's books and records as they pertain to this Agreement, provided such examination shall take place at Purchaser's offices during business hours with reasonable notice at Company's sole expense. Notwithstanding the foregoing, if an underpayment of the amounts set forth herein is found as a result of such an examination, then Purchaser shall immediately reimburse Company for the costs of such examination together with the shortfall amounts discovered through such examination.

7. TAXES AND VISAS:

7.1 Purchaser shall pay for any and all taxes (excluding any income or Non-resident Withholding Tax that may be owed by Company), which may become due in connection with the Performance. For the avoidance of doubt Purchaser shall be responsible for any airport arrival and departure taxes incurred in respect of Artist and Artist's guest's travel. Purchaser shall not offset any expenses or taxes of any type against the Guarantee hereunder.

7.2 Notwithstanding anything to the contrary contained herein, Company's federal non-resident withholding tax amount hereunder may not exceed the required amount established by the applicable tax authority. Purchaser must make withholding payments to the U.S. Internal Revenue Service and any other applicable state and/or local tax authority (individually and collectively, the "Tax Authority") in accordance with the terms of applicable law, but in no event later than thirty (30) days from the Date of Engagement. Purchaser shall promptly provide

Agent with wire confirmation evidencing that Purchaser has withheld and paid over to the Tax Authority in a timely manner the requisite amount. In the event that Purchaser is in breach of the terms of this paragraph 7.2 and fails to remedy such breach within five (5) business days of receipt of Company's written notification of such breach, Company shall have the right to immediately terminate this Agreement by written notice to Purchaser (the "Termination Notice") and

any and all rights

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Page 5 of 10

granted to Purchaser hereunder (including, without limitation, rights of exclusivity) shall be immediately revoked. In the event of any such termination, within five (5) business days of Purchaser's receipt of the Termination Notice, Purchaser shall pay to Agent the balance of the Guarantee and Agent shall become the withholding agent with respect to the Date of Engagement. Without limiting the foregoing, Purchaser shall be liable for any and all penalties assessed by the Tax Authority against Company and/or Artist for Purchaser's failure to make timely payment to the Tax Authority of amounts required to be withheld hereunder.

7.3 Under no circumstances may Purchaser make cash payments under this Agreement. Purchaser hereby acknowledges that (i) Agent will not accept cash deposits as payment hereunder and (ii) any cash payments made in violation of the foregoing provision will be forfeited to Agent and not be deemed to be compensation to Company or applied to offset any payments due to Company hereunder.

7.4 Purchaser, where applicable, shall be responsible for obtaining and paying for any work permits and visas (U.S. work permits excluded) required for Artist and any member of Artist's crew to work legally in country of performance on the Date of Engagement which shall be valid for the duration of Artist's stay in country of performance. Purchaser shall be responsible for paying for any additional costs incurred in obtaining a visa, including but not limited to courier fees, travel and accommodation expenses, and taxi fare.

8. MERCHANDISE:

8.1 Purchaser hereby gives permission to Company to sell merchandise and other Artist-related products before, during and after the Performance. Purchaser shall not receive any commission or other remuneration with respect to such sale of merchandise or other Artist-related products hereunder.

8.2 Notwithstanding anything to the contrary contained herein, Purchaser shall ensure that, in the absence of Company's prior written to the contrary, no merchandise other than consumables and merchandise sold by Company's representatives under 8.1 herein above shall be sold at the Venue for the duration of the Event.

9. EQUIPMENT AND HOSPITALITY:

9.1 (a) Purchaser agrees to setup an appropriate performance area that is free from interruption. (b) Purchaser hereby agrees to provide, at Purchaser's sole cost and expense, a first-class sound and lighting system, to include the equipment and technical specifications set forth on the Artist Rider. (c) Purchaser shall check all equipment for defects and to ensure proper functioning on the Date of Engagement prior to the Performance. Purchaser will indemnify Company, Agent and Artist from any liability resulting from damage to equipment arising at any time before, during or after the Performance hereunder, except in respect of damage caused by any intentional act or omission by Artist or Artist's gross misconduct. (d) At any time and without prior notice, Company shall have the right to cancel or shorten the Performance hereunder if, in Company's reasonable business judgment, Purchaser has failed to adhere to the requirements set forth herein in respect of the equipment or if the equipment fails to function properly on inspection or during the Performance.

9.2 Purchaser shall provide Artist with a clean and comfortable dressing room area conforming to the specifications set forth on the Artist Rider.

9.3 Company shall have the right to invite the number of guests referred to as "Artist Comps" in the paragraph titled "Ticket Scaling and Prices" of the Facing Page(s) ("Artist's Guests") to attend on the Date of Engagement, and each of Artist's Guests shall be given access to the Venue free of charge. Company's list of Artist's Guests will be honored throughout the entire Date of Engagement from doors to closing. The Agent's guest list shall not be deducted from Company's guest allotment set forth in this paragraph 9.3

10. RECORDING:

10.1 **Company's Recording:** Purchaser hereby acknowledges and agrees that Company and/or anyone engaged, authorized, employed or supervised by Company, may photograph, video tape, and/or otherwise record, reproduce and distribute such recordings of the Event including the Performance hereunder ("Recordings"), in whole or in part, in any manner or media, and any such Recordings from the inception of recording thereof, and all copies manufactured therefrom, together with the images and/or performances embodied thereon, shall be the sole property of Company or Company's designee, as applicable ("Copyright Holder"), throughout the world, free from any claims whatsoever by Purchaser or any third party (including, without limitation, Purchaser's affiliates, partners, investors and the Venue owner) ("Third Party"), and Copyright Holder shall have the exclusive right to copyright such Recordings in its name as the sole and exclusive owner and author thereof and to secure any and all renewals and extensions of such copyright. Neither Company, Artist nor Company's or Artist's designee shall have any obligation to obtain permission from or provide credit to Purchaser, except as otherwise required by law. For the avoidance of doubt, Company shall be solely responsible for the following in connection therewith: (a) any and all costs and expenses, including without limitation, additional labor costs that Company may incur in connection with the Recordings (all of such costs and expenses being specifically excluded from show costs and expenses); (b) any and all liabilities; and (c) any and all appropriate third party clearances, authorizations and approvals.

10.2 **Other Recordings:** (a) Purchaser warrants that Purchaser shall not, nor shall Purchaser, authorize others to photograph, video tape, record or otherwise reproduce Artist's likeness or image in any manner, nor shall Purchaser record (in any medium) or broadcast (via any means, including, without limitation, radio or internet), or authorize others to record or broadcast, any portion of the Performance without Company's prior written consent, which may be withheld in Company's sole discretion, as applicable. If it becomes evident to Artist or Company that any of the foregoing prohibited activities is occurring during the Event, Artist may discontinue Artist's Performance immediately and neither Agent, Artist nor Company shall be obligated to return any monies previously paid by Purchaser under the Agreement.

(b) Purchaser warrants and represents that Purchaser will use Purchaser's best efforts to prevent the recording, by any means or media, and dissemination of the Performance hereunder except as otherwise expressly permitted herein.

(c) Purchaser will be liable to Company and Artist for any loss, damage or expense (including reasonable attorneys' fees) incurred or suffered by Artist as a result of a breach of subparagraphs 10.2(a) or 10.2(b) herein above. For the avoidance of doubt, except as otherwise expressly permitted in writing by Company, Purchaser shall be strictly liable for any damages suffered by Company or Artist as a result of (1) the creation of an unauthorized recording of Artist's performance hereunder by

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Page 6 of 10

means of the sound board, artist equipment, monitors or any other part of the Venue's audio-only and audio/visual installation, and (2) the dissemination of any such recording.

11. CANCELLATION:

11.1 Company Cancellation of Performance:

(a) Without prejudice to any rights, claims or remedies Company may have under this Agreement at law or in equity, in the event that Purchaser breaches any term of this Agreement and such breach is not cured in accordance with the terms of paragraph 14.1 herein below, Company shall have the right to immediately cancel this Agreement. Such breaches include, but are not limited to, the following:

(i) Purchaser does not make timely payment to Agent any amount due as set forth on the Facing Page(s), of this Agreement herein above or otherwise materially breaches the terms of this Agreement, including, without limitation, as contained in the paragraphs titled "Compensation" and "Payment Terms," respectively, of the Facing Page(s), or fails to perform any material obligation required of Purchaser hereunder;

(ii) On or before the Date of Engagement, Purchaser has failed, neglected or refused to perform any contract with any other performer for any earlier engagement and, following receipt of Company's written demand therefor, Purchaser fails to promptly make full payment of the Guarantee due hereunder; or

(iii) Agent, in its sole discretion, determines that Purchaser is unable to pay its debts as they become due in the ordinary course of business; or

(iv) A voluntary or involuntary bankruptcy petition is filed by or against Purchaser, Purchaser goes into compulsory liquidation, makes an assignment for the benefit of creditors, is in receivership or makes any composition with creditors.

(b) In the event of any cancellation by Company under 11.1(a) herein above,

(i) Neither Agent, Company, nor Artist shall be obligated to refund any payments made by Purchaser hereunder prior to the date on which cancellation takes place, nor shall Agent, Company nor Artist have an obligation to mitigate with respect to amounts owed by Purchaser hereunder;

(ii) Purchaser shall remain liable to Company for the full amount of the Guarantee;

(iii) Company shall have no obligation to furnish Artist to perform for Purchaser hereunder and Company may contract with one or more third parties for Artist to perform for such third party(ies) on the Date of Engagement; and

(iv) Neither Company, Agent nor Artist shall be liable to Purchaser for any costs or losses of any kind whatsoever suffered by Purchaser as a result of such cancellation.

11.2 Purchaser Cancellation of Performance: If, for any reason (including, without limitation, a cancellation under paragraph 11.3 herein below), Purchaser cancels the Performance following the date of execution hereof, Purchaser shall remain liable to Company for the full amount of the Guarantee due hereunder.

(a) If Artist is ready and willing to perform at time of cancellation for any reason, including Force Majeure, regardless of where Artist is located at time of cancellation, Artist is entitled to 100% of all monies.

(b) If, after this confirmation, Purchaser cancels Artist's performance for any reason other than Artist's uncured material breach, Artist shall be entitled to one hundred percent (100%) of the Guarantee.

11.3 Cancellation of the Performance due to Force Majeure Event:

(a) Notwithstanding anything to the contrary contained herein, the Performance may be cancelled by either party due to cause(s) beyond the reasonable control of the parties hereto that would render the Performance hereunder impossible or make conditions for the Performance hazardous. Such causes shall include, but not be limited to: acts of God; weather; acts of war; riot; fire; explosion; accident; flood; sabotage or terrorist act; transportation failure or delay; governmental or court ordered laws, regulations, requirements, orders or actions; injunctions or restraining orders; strike(s) or injunction (provided that neither party shall be

required to settle a labor dispute against its own best judgment), technical failures beyond the reasonable control of the parties hereto, or other causes of a similar or different nature beyond the reasonable control of the parties hereto (hereinafter "Force Majeure Event"). Neither Company, Agent nor Artist shall be held liable for any losses, costs or damages whatsoever suffered by Purchaser due to Artist's failure to perform as a result of a Force Majeure Event.

(b) (i) In the event that the Performance is cancelled due to a Force Majeure Event and Artist is ready and willing to perform, Company shall be entitled to retain or receive, as applicable, within ten (10) days of the cancelled Date of Engagement, one hundred percent (100%) of the Guarantee.

(ii) In the event the Performance is cancelled pursuant to a Force Majeure Event that renders Artist unready and/or unable to perform, Company shall be entitled to retain or receive, as applicable, within ten (10) days of the cancelled Date of Engagement, fifty percent (50%) of the Guarantee.

(c) If the Force Majeure Event is specifically tied to COVID-19 and/or local restrictions tied to COVID-19 or public health concerns, the following remedies will be enforced:

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Page 7 of 10

(i) In the event that Artist has commenced travel or is already on-site, ready and willing to perform, Company shall be entitled to retain or receive, as applicable, within ten (10) days of the cancelled Date of Engagement, one hundred percent (100%) of the Guarantee.

(ii) In the event that Artist has not commenced travel, and is not already on-site, ready and willing to perform, Company shall be entitled to retain or receive, as applicable, within ten (10) days of the cancelled Date of Engagement, fifty percent (50%) of the Guarantee. In the event that the performance is rescheduled on a mutually agreeable date, this payment shall be applied to the guarantee for the rescheduled date. For any rescheduled performance, the Purchaser would be liable for, in addition to any balance of the previously agreed upon guarantee, any associated, documented out of pocket expenses (including but not limited to non-refundable travel expenses, bus deposits, accommodations, equipment rentals and crew costs) incurred by Company.

(iii) In the event that Artist has not commenced travel, and is not already on-site, ready and willing to perform, and a mutually agreeable rescheduled date cannot be agreed upon, Company shall return full deposit, less any associated, documented out of pocket expenses (including but not limited to non-refundable travel expenses, bus deposits, accommodations, equipment rentals and crew costs) incurred by Company. Company shall have no liability for expenses incurred by Purchaser.

11.4 Cancellation of the Performance due to Incapacitating Illness or Accident to Artist: In the event of an incapacitating illness or accident to Artist or essential crew member or the death or terminal illness of a member of Artist's family that prevents Artist from being ready, willing and able to perform a Date of Engagement hereunder, it is understood and agreed that (i) Artist shall not be required to perform the scheduled engagement(s), (ii) neither Company, Agent nor Artist shall be liable for any costs or losses of any kind whatsoever suffered by Purchaser and (iii) Purchaser agrees to release Company, Agent and Artist from any liability with respect thereto. Unless otherwise expressly agreed in writing between the parties, in the event of cancellation by Company under this paragraph 11.4, Company shall return to Purchaser within ten (10) business days following the Date of Engagement, all sums received by Company under this Agreement less Artist's bona fide reasonable out-of-pocket expenses incurred in connection herewith.

11.5 Company warrants and represents that Company has accepted this engagement in good faith and will use Company's reasonable good faith endeavors to cause Artist to fulfill Artist's obligations hereunder.

12. SECURITY AND INSURANCE:

12.1 (a) Purchaser shall be solely responsible to provide a safe environment for the Event including regarding the staging, stage covering, electrical grounding, supervision and direction of the Performance, and adequate security, so that the Performance and all persons and equipment are free from adverse weather and other unsafe conditions, situation and events ("Dangerous Conditions"). Dangerous Conditions may include but not be limited to recent acts of violence, riots or political unrest; faulty or insufficient electrical power; inadequate or unsafe staging; inadequate crash barrier; rain penetration; inadequate or mismanaged health (Covid or otherwise) precautions and procedures, or any other hazardous condition which, in the reasonable opinion of the Artist or Artist, may result in damage or injury to Artist or Artist's equipment, or to anyone engaged or furnished by Artist, or to any other persons or equipment for whom or which Artist may be held responsible. Artist and Artist shall not have any liability for any damage or injury caused by such Dangerous Conditions except to the extent such is solely and directly caused by Artist's or Artist's negligence or willful misconduct.

(b) Notwithstanding anything to the contrary contained herein, Artist reserves the right to decline to furnish Artist perform if, in its sole discretion, Artist deems conditions at the Venue to be Dangerous Conditions. In the event that the Performance is cancelled due to Dangerous Conditions (as defined in paragraph 12.1(a) herein above), Purchaser shall be obligated to pay Artist one hundred percent (100%) of the Compensation due in connection with the Performance cancelled.

(c) Purchaser will provide and pay for an adequate number of sober, able-bodied and clearly identifiable professional security persons for the scale of the Event and in accordance with the terms of the Artist Rider Security must ensure safety of Artist and Artist's equipment, personal property, Artist's crew and vehicles for the duration of the Artist's stay at the Venue (including, without limitation, the parking facilities and surrounding grounds).

12.2 (a) Purchaser agrees to provide public and general liability insurance coverage (including automobile, liability and comprehensive) to protect against any claim for 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 Date of Engagement, including as a consequence of the installation and/or operation of the equipment provided by Artist. In addition, it is agreed that Purchaser shall maintain in effect a policy of workmen's compensation insurance covering all of its employees and other personnel who are involved in the

installation, operation and or maintenance of the equipment provided by Producer. The Purchaser further agrees to provide full insurance coverage for all equipment provided by Artist or Artist's agents, contractors and employees against fire, theft, riot or any other type of act that would cause harm or damage to equipment. Without limiting the foregoing, Purchaser shall also secure and maintain a commercially standard event cancellation insurance policy for the Event which does not exclude cancellation for a Force Majeure Event or an inclement weather cancellation, except for the following exclusions: acts of war; failure of means of transportation; terrorist act; governmental or court ordered laws, permitting, zoning, licensing or other city/municipal/state/parish issues, or other commercially reasonable exclusions. Purchaser shall supply Agent with certificates of insurance showing coverage of the above at least ten (10) days prior to the show date. However, if said certificate is not received by Agent prior to the above date, then Company at Company's election may terminate this Agreement. If Company elects to furnish Artist to perform the Engagement and the certificates of insurance have not been received, Purchaser is still solely responsible for complete coverage as specified above.

(b) Purchaser shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance coverage as required under sub paragraph 12.2(a) hereinabove and shall name Company, Artist, and Agent as additional named insureds in an amount of not less than Three Million Dollars (\$3,000,000) per occurrence (but in no event in amounts less than the limits require by the venue) 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).

(c) Purchaser hereby agrees to indemnify and hold Company, Artist, Agent and their contractors, employees, licensees, designees and agents (individually and collectively, the "Artist Indemnitees") harmless from and against any loss, damage or expense including reasonable attorneys' fees incurred or suffered by or threatened against the Artist Indemnitees in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf

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Page 8 of 10

of any third party, person, firm, entity or corporation as a result of or in connection with the Engagement, which claim does not result directly from the gross negligence or willful misconduct of Artist and/or Company's employees, contractors, licensees, designees or agents.

(d) Purchaser also hereby indemnifies the Artist Indemnitees from and against any and all loss, damage or expense resulting from any damage or destruction to Artist's equipment or that of its employees, contractors and agents, inside or outside the Venue, including but not limited to damage or destruction occasioned by Force Majeure events.

(e) The Artist Indemnitees shall not be responsible for damage or injury to any patrons, or the venue, or any fixture or personal property therein, caused by fans or any others not engaged by Company or Artist. Purchaser shall indemnify and hold the Artist Indemnitees harmless from any third party claims concerning the foregoing (as provided above) and no claim, deduction or offset shall be made by Purchaser in respect of same.

13. PURCHASER'S WARRANTIES AND REPRESENTATIONS:

13.1 Purchaser hereby acknowledges that Agent is only responsible for procuring bookings and may not be held liable for any breach of contract by Company or Artist hereunder or under any other agreement between Company or Artist and Purchaser.

13.2 Purchaser warrants that Purchaser shall not advertise the Performance prior to (i) Company's receipt of the initial deposit specified in the paragraph titled "Payment Terms" of the Facing Page(s) and (ii) Purchaser's receipt of Agent's written authorization to advertise the Performance.

13.3 Purchaser represents and warrants that Purchaser is the responsible party for making all payments hereunder and has sufficient funds, financing and/or insurance to honor all of Purchaser's obligations hereunder.

14, DEFAULT, NOTICE AND CURE:

14.1 Except as otherwise expressly set forth herein, neither party to this Agreement shall be deemed to be in breach of any of its obligations hereunder unless the party not in breach serves specific written notice of such alleged breach upon the party in breach and the party in breach shall have failed to cure such breach, if any, within five (5) business days following receipt of such written notice (but in no event later than 5:00 p.m. EST on the date that is three (3) business days prior to the Date of Engagement hereunder).

14.2 All notices to be given to either party hereto shall be in writing and shall be delivered to the addressee at the respective addresses hereinabove set forth, or such other address or addresses as may be designated by either party, by (i) mail (registered, or certified, return receipt requested, postage pre-paid); (ii) overnight courier with proof of receipt; (iii) telefax (with a copy by express courier service); or (iv) e-mail (provided recipient has responded by email or otherwise in writing to confirm receipt). Notices shall conclusively be deemed to have been given seventy-two (72) hours after the date of mailing or twenty-four hours (24) after the date of transmission by telefax or e-mail. The addresses of the parties, until further notice to the contrary, are as first written above.

14.3 In the event of default by Purchaser hereunder, in addition to any other amounts due to Agent and Company hereunder, Purchaser shall be liable to Agent or Company, as applicable, for any costs and fees incurred by Agent or Company (including, without limitation, all attorney's fees, costs of debt collection or in respect of any legal action taken by Agent and/or Company) in connection with amounts due hereunder.

14.4 Without limiting the foregoing, interest at the highest rate permissible under the laws of the State of Illinois shall accrue on any amount due to Company hereunder from and after the date upon which such payment is due.

15. MISCELLANEOUS:

15.1 This Agreement sets forth the entire understanding between the parties, oral or written, regarding the subject matter hereof, and supersedes all prior or contemporaneous negotiations or understandings between the parties.

Should any portion of this Agreement be deemed null and void under the law, the remainder shall remain in full force and effect. No amendment, modification, or waiver of these Terms will be valid unless set forth in a written instrument signed by both parties hereto.

15.2 Purchaser agrees to indemnify Company, Artist and Agent for any loss, costs, damages or liabilities (including, without limitation damages for any loss of good will and injury to Artist's reputation) and Company's and/or Artist's actual attorney's fees and costs in connection with any suit or arbitration or other proceeding, whether or not reduced to final judgment or award, arising from Purchaser's breach of this Agreement.

15.3 (a) This contract shall be governed by and construed under the laws and judicial decisions of the State of Illinois. All claims and disputes arising out of the interpretation, performance or breach of this Agreement shall be submitted exclusively to the jurisdiction of the courts of the State of Illinois (state and federal) located in Cook County; provided however if Agent and/or Artist is sued or joined in any other court or forum in respect of any matter which may give rise to a claim by Agent or Artist hereunder, Purchaser hereby consents to the jurisdiction of such court or forum over any such claim which may be asserted by Company and/or Artist.

(b) The prevailing party in any legal action (after all appeals have been taken or the time for taking such appeals has expired) brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies available to it at law or in equity, to reimbursement for its costs and expenses (including court costs and reasonable fees for outside attorneys and expert witnesses) incurred with respect to the bringing and maintaining of any such

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Page 9 of 10

action. The term "prevailing party" for the purposes of this paragraph shall include a defendant who has by motion, judgment verdict or dismissal by the court, successfully defended against any claim that has been asserted against it.

15.4 All rights not expressly granted herein are reserved to Company and Artist.

15.5 Additional riders supplied by Company, including, without limitation, Artist's technical and hospitality riders (individually and collectively, the "Artist Rider") are annexed hereto and made a part hereof.

15.6 Facsimile and scanned copies hereof shall be deemed to be originals.

15.7 Wherever in this Agreement approval or consent is required, communications may be made via e-mail and approvals made via e-mail shall be deemed written approvals for purposes of this Agreement.

15.8 This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. The counterparts of this Agreement may be executed and delivered by electronic or digital means and the receiving party may rely on the receipt of the electronically or digitally signed or delivered document as a binding and enforceable agreement.

15.9 Purchaser may not transfer or assign this Agreement or any rights, interests or obligations without the prior written consent of Company. Any assignment in violation of this paragraph 15.9 shall be void.

UF ENGAGEMENT AGREEMENT
The University of Florida, Gainesville, Florida

Invoice/SAR # 2101720 Event Permit #

This Engagement Agreement is entered into this 5th day of March, 2021 ("Agreement"), between the **University of Florida Board of Trustees**, a public body corporate of the State of Florida, for and on the behalf of **Student Government Productions at the University of Florida** ("UF"), and **Mt. Joy LLC**, through its agent, **Arrival Artist** ("PRODUCER"), furnishing the services of **Mt. Joy** ("ARTIST").

UF and PRODUCER (collectively the "Parties" or individually the "Party") mutually agree as follows:

1. **ENGAGEMENT**: UF hereby engages PRODUCER to furnish the services of ARTIST, as described herein ("Engagement" or "Performance"), upon all terms and conditions herein set forth, including without limitation, any and all addenda, ARTIST riders, and exhibits referenced herein, attached hereto and fully incorporated herein by reference.

2. **ENGAGEMENT VENUE(S): Florida Veterans Field (Flavet Field)**

3. **DATE OF ENGAGEMENT: March 26, 2021**

4. **TIME OF ENGAGEMENT: 7:00PM to 10:00PM**

5. **ARRIVAL TIME: 10:00AM**

6. **LOAD-IN: 10:00AM LOAD-OUT: 10:30PM**

7. **TECHNICAL REHEARSALS TIMES:** Begin by **2:00PM** and be completed no later than **4:00PM** on the date of the performance(s). 8. **COMPENSATION:** UF shall pay **\$62,000.00 USD Flat Guarantee**, via UF check to either ARTIST or PRODUCER, as specified in the ARTIST Rider (if applicable), attached hereto as Exhibit "A", within thirty (30) business days following the Engagement. UF shall not be responsible for the payment of royalties, union fees, welfare or insurance obligations, or any other obligation not specifically stated in this Agreement.

9. **PRODUCTION AND CATERING:**

a) Production Contact: **Tony Clements (561) 876-7773 tonymclements@ufl.edu**

b) Production and catering details contained within **Exhibit A** (if applicable). ARTIST's specific technical requirements including, but not limited to, specific electrical power, amplification equipment, piano or other musical instruments, stage requirements, and other equipment or technical services needed, must be provided to UF by ARTIST at least **7 Business Days** prior to the event and must be specifically agreed to in writing by PUCHASER and made a part of this Agreement. Unless otherwise indicated and at ARTISIT's request, UF shall provide for grips and stage labor to set up and remove any stage, and to load and unload all equipment to be used in the performance(s) covered by this Agreement.

c) ARTIST agrees to provide all equipment and services, except as otherwise provided herein. UF agrees to provide the reasonable equipment and services per advance detailed in **Exhibit A** (if applicable).

d) ARTIST or PRODUCER shall notify UF at least 7 days prior to the Engagement of the expected time of arrival of ARTIST's materials and/or ARTIST's crew.

e) The ARTIST must arrive in Gainesville, Florida, and notify **Adrian Badeniki** at **305-519-7936** or UF at a mutually agreed upon time by UF and ARTIST. Unless UF is notified of delayed arrival time at least 4 hours before the Engagement time, UF shall have the unilateral option to terminate this Agreement without liability to UF.

10. **TRANSPORTATION AND ACCOMMODATIONS:** All transportation and accommodations for ARTIST and PRODUCER, including without limitation, their staff, employees, agents and family members is ARTIST'S or PRODUCER'S responsibility. Transportation and accommodations include, but are not limited to, hotel, air travel, air freight and excess baggage, ground transportation, meals and other incidentals.

11. **SCALING AND TICKETS:** (if applicable)

a) UF agrees that written consent of PRODUCER is required prior to inclusion of ARTIST'S Performance hereunder in a subscription or other type of series.

b) UF shall not commit ARTIST to any interviews, promotional or other appearances, meet and greets, etc. without PRODUCER'S prior written approval.

c) UF agrees to provide tickets for the Performance(s) covered by this Agreement and to offer said tickets for sale at locations to be determined by UF. Tickets for the Performance shall be scaled at the following prices:

UF Student tickets at **\$0.00** each

General Public tickets at **\$0.00** each

Other **N/A** tickets at **\$0.00** each

d) UF further agrees to provide ticket-takers, door guards, and ushers, as deemed necessary by UF, to supervise admission to the Performance(s).

e) For complimentary tickets, ARTIST must provide list of persons or organizations receiving such tickets to UF prior to the date tickets go on sale. The number of complimentary tickets will be determined by mutual written agreement between UF and ARTIST or PRODUCER.

12. **MERCHANDISING:** **N/A/N/A** split – UF **N/A**%

13. **FACILITIES:**

a) UF agrees to furnish, at its sole cost and expense on the date(s), time(s), and location(s) of the Engagement as stated above in Sections 2 and 3, all that is necessary for the proper and lawful presentation of the Engagement, in accordance with industry standards and including without limitation, a suitable venue that is temperature controlled, ventilated, lighted, clean and in good order, stage curtains and all necessary sound equipment in working condition including amplifiers, microphones in number and quantity as required by PRODUCER, dressing rooms (clean, comfortable, heated and air-conditioned, near the stage), all necessary electricians and stage hands, all necessary lightening, tickets, house programs, all required licenses (including musical performing rights), adequate security, ushers, ticket sellers (if applicable). UF shall pay all other necessary expenses in connection therewith.

b) UF agrees to provide law enforcement and other security personnel as needed, in UF's sole discretion.

c) UF shall provide for routine clean-up and janitorial maintenance of the facilities used for the Performance(s) and shall provide custodial personnel as necessary for such purpose.

d) UF will further provide, at its sole cost and expense, all reasonable equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in Exhibit A or an attached ARTIST Rider, if applicable, unless otherwise agreed by PRODUCER and UF in writing.

e) UF shall comply with all applicable laws and regulations pertaining 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).

f) UF, PRODUCER and ARTIST are jointly responsible for providing a safe environment for the Engagement, including but not limited to the following: staging, stage covering, grounding, supervision and direction of the Engagement, and security. The

percentage of responsibility for each Party shall be directly related to the decision-making authority or production control set forth herein or in Exhibit A or Artist Rider.

14. PRODUCTION CONTROL:

a) PRODUCER shall have the creative control over the production and presentation of ARTIST's performance at the Engagement hereunder, including but not limited to the details, means, methods of the performance, and PRODUCER shall have the right to designate and change the performance personnel other than the ARTIST specified herein, so long as the performance personnel and sound volume/decibel level have been approved in writing by UF.

b) UF reserves the right to make announcements at the performance(s) and to take any other steps deemed necessary by UF to protect the safety or welfare of those in attendance.

UF ENGAGEMENT AGREEMENT

The University of Florida, Gainesville, Florida

15. FORCE MAJEURE EVENT:

a) A "Force Majeure Event" shall mean any one or more of the following acts which makes performance under the terms of this Agreement, by UF, PRODUCER or ARTIST, impossible or unsafe and is beyond the control of the UF, PRODUCER or ARTIST: 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) of threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which UF, PRODUCER and/or ARTIST reasonably believe jeopardizes the safety of Engagement attendees, ARTIST, and ARTIST's equipment, musicians or other performers, or any of PRODUCER's key personnel; embargoes, labor disputes (including, without limitation, strike, lockouts, job actions, or boycotts); fires; explosions; floods; hurricane warnings issued by any governmental agency for area including location of Engagement; 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

b) ARTIST's failure to perform, including anticipated failure to perform, based upon a Force Majeure Event is excused and is not a material breach of this Agreement. Accordingly, UF reserves the right to cancel the Engagement or to substitute any other individual or group performance for ARTIST.

c) UF's failure to perform, including anticipated failure to perform, based upon a Force Majeure Event is excused and is not a material breach of this Agreement. Accordingly, ARTIST is not entitled to compensation.

16. RIGHT TO CANCEL ENGAGEMENT/BREACH:

a) **UF's right to cancel other than Force Majeure Event:** In the event that (i) ARTIST is not ready to perform at curtain time, or if any performing member(s) is not present, or if the ARTIST arrives at the performance in such a condition as to appear to a reasonable person to be incapable of performing in a reasonably acceptable manner, (ii) ARTIST or PRODUCER creates and unsafe condition that makes the performance dangerous for the patrons and/or UF's employees, or (iii) ARTIST or PRODUCER violate Section 23.b) herein, Compliance with Laws, Regulations, Rules, (iv) ARTIST or PRODUCER fail to comply with the insurance requirement of Section 19.a), then ARTIST or PRODUCER shall be deemed to have committed a substantial and material breach ("Breach") of this Agreement and UF shall have the absolute right in its sole discretion to cancel the Engagement or terminate the performance in progress, and to refuse to compensate ARTIST and PRODUCER accordingly. In such instance, the ARTIST is responsible to pay for any standby musicians required by the American Federation of Musicians or its local. In the event of cancellation caused by ARTIST's unexcused inability to perform, UF reserves the right to cancel the entire contract and be reimbursed by ARTIST for any monies incurred in the advertising, promotion, purchase and printing of tickets, advance sales, box office expense (including refunds), reservation and technical set-up of the facilities for the Engagement, and any other out-of-pocket expenses incurred by UF as well as the right to enforce any other remedies allowed by law, and UF will be relieved of any responsibility under this Agreement in such event. Any failure of ARTIST to perform may be excused only for proven detention by sickness or injury, civil tumult or riot, epidemics, acts of God, or other conditions beyond the control of the ARTIST. ARTIST or ARTIST's agent must notify UF forthwith of any reason which might result in ARTIST's failure to perform on the scheduled date. UF reserves the right to cancel the performance or to substitute any other individual or groups performance for ARTIST if Artist is not able to perform as scheduled.

b) **PRODUCER's or ARTIST's right to cancel other than Force Majeure Event:** In the event UF refuses or neglects to provide material items herein stated or refuses or neglects to substantially comply with any provisions hereunder, fails to promptly make any of the payments as provided herein, fails to proceed with the Engagement, 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 Breach of this Agreement. PRODUCER or ARTIST must notify UF of alleged Breach in writing and allow UF no less than seventy-two (72) hours from the time notice is received to cure the Breach. If UF fails to cure the alleged Breach, 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(s) hereunder; and (ii) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement.

17. NO RECORDING/BROADCAST:

a) UF shall use reasonable effort to prevent the recording, photographing or videotaping of ARTIST, without permission, or any portion of the performance. UF's responsibility shall be limited, in any event, to reasonable and lawful action to discover and to

terminate such photographing, recording, or videotaping. PRODUCER and ARTIST acknowledge that patrons will be permitted to possess cell phones and non-professional cameras during the performance.

b) Credentialed members of the media are permitted to take non-flash photographs during the first 5 minutes of speaking engagement or during the first 3 songs of musical engagement.

18. **ROLE OF AGENT:** PRODUCER and ARTIST warrant and represent that PRODUCER has the requisite authority to act as an agent for ARTIST under this Agreement.

19. **INSURANCE:**

a) Both ARTIST and PRODUCER shall, at its own expense, maintain and carry insurance in full force and effect from the effective date of this Agreement through the completion of the Engagement, with financially sound and reputable insurers, that includes, but is not limited to, commercial general liability, with limits no less than \$1,000,000.00 per occurrence, protecting it and UF from claims for bodily injury (including death) and property damage which may arise from or in connection with ARTIST's and PRODUCER's obligations under this Agreement and the Engagement. ARTIST and PRODUCER shall provide UF insurance certificates evidencing the insurance coverage specified in this Agreement and must list the University of Florida Board of Trustees as an additional insured. A copy of said insurance certificates are available upon request. ARTIST and PRODUCER shall provide UF with 30 days' advance written notice in the event of a cancellation or material change in ARTIST's or PRODUCER's insurance policy. If cancellation or reduction of ARTIST's or PRODUCER's insurance coverage occurs, ARTIST and PRODUCER shall obtain substitute coverage as required under this Agreement, without lapse of coverage to the UF whatsoever. Failure to comply with this Section constitutes a material Breach of this Agreement.

b) UF shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers, that includes, but is not limited to, commercial general liability, with limits no less than \$2,000,000.00 per occurrence, protecting it from claims for bodily injury (including death) and property damage which may arise from or in connection with UF's obligations under this Agreement and the Engagement.

20. **LIABILITY:**

a) ARTIST is solely responsible for the content of material performed and shall hold UF harmless from any claim of libel, copyright infringement or other alleged illegal use of materials performed by ARTIST at the Engagement covered by this Agreement. b) Each Party hereby assumes any and all risks of personal injury and property damage attributable to its own negligent acts or omissions and those of its officers, employees, public servants and agents while acting within the scope of their employment, under this Agreement.

c) The Parties agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of UF or their agents and agencies to be sued; or (3) a waiver of UF's sovereign immunity beyond the limited waiver provided in section 768.28 Florida Statutes.

UF ENGAGEMENT AGREEMENT

The University of Florida, Gainesville, Florida

21. **NOTICES:** All notices required or permitted hereunder shall be in writing and sent via email to the following Party representatives: UF: ARTIST/PRODUCER:

Justin Donnelly Mt. Joy

(Name) (Name)

Student Government Productions Mt. Joy LLC

(Organization) (Agency)

3000 J. Wayne Reitz Union PO Box 118505

235 Park Avenue South, Floor 9

(Address) (Address)

Gainesville, FL 32611 New York, NY 10003

(Address) (Address)

352-392-1665 908-296-2874

(Telephone) (Telephone)

jdonnelly@ufsa.ufl.edu ari@degry.com

(E-mail) (E-mail)

22. **CONTROLLING TERMS:** In the event that any of the provisions of any attached riders, addenda, exhibits or other attachments hereto conflict with any portion of this Agreement, the terms of this Agreement shall govern.

23. **MISCELLANEOUS:**

a) **Governing Law and Jurisdiction:** This Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be commenced and maintained exclusively in the state courts in and for Alachua County, Florida, and the Parties agree to submit to the personal jurisdiction of such court.

b) **Compliance with Laws, Regulations, Rules:** The Parties specifically agree that the Parties' performance under this Agreement shall be governed by all rules, policies and procedures of the University, as applicable and as the same may be amended from time to time, and all laws, ordinances, regulations or other authority, as applicable.

c) **Public Records:** This Agreement and any other documents made or received by UF in connection with this Agreement are public records, which must be made available to the public upon request in accordance with Chapter 119, Florida Statutes, unless otherwise confidential and/or exempt from disclosure under Florida law.

d) **No Modification:** No modification, amendment or alteration of this Agreement shall be valid unless the same is in writing and signed by the Parties hereto. This instrument contains the entire agreement made between the Parties and may not be modified orally or in any manner other than by an agreement in writing signed by all Parties hereto or their respective successors in interest.

e) **No Waiver:** No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any Party hereto, by written notice executed by such Party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

f) **No Assignment:** This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, executors, administrators, successors, and assigns; however, no Party may assign any of its rights or responsibilities under this Agreement without the prior written consent of the other Parties.

g) **Independent Contractors:** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or agency relationship between UF and ARTIST or PRODUCER. Neither shall be bound by the acts or conduct of the other. h)

Authority: Each person signing this Agreement on behalf of any Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

i) **Effective Date:** This Agreement shall not become effective until executed by UF, after the signature of the PRODUCER and ARTIST. Any change in this Agreement made by ARTIST or PRODUCER after the signature of UF shall constitute a counteroffer and shall not constitute a binding contract until an amendment to the original Agreement has been approved in writing and signed by all Parties, in accordance with Section 23.d) above.

j) **Use of UF Name Prohibited:** Except as expressly agreed to in writing by UF, the UF name, UF symbols and likeness shall not be used by PRODUCER or ARTIST in connection with the promotion or holding of performance(s) covered by this Agreement.

k) **Political Endorsement Prohibited:** Artist shall not publicly endorse any political candidates during engagement at UF.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year last written below and in accordance with Section 23.i) above.

ARTIST / PRODUCER UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

3/15/2021

BY _____

(Signature) (Date)

On Behalf of the President (Date)

William Atkins

(Name) (Printed Name) _____ (Printed)

Interim Assistant Vice President for Student Affairs

(Title) _____ (Title)

SPRING 2021 FLY DATE

Updated 3.3.21

The Team

Band Manager – Jack Gallagher

+1(919)-619-6104

jgallagher@c3mgmt.com

Business Manager – Lisa Hess

+1(504)-507-8539

Lhess@psbmgmt.com

Audio – Mitch Vanhooose

+(479)886-0709

mitch@therelay.group

Technical Rider

All provided should be in full working condition, clean and free of tape/debris, available at specified Load In time or upon Arrival. ALL substitutions should be advised at earliest opportunity.

We understand that not everything can be perfect. Please if you have any questions, comments, concerns, substitutions, down right no's, or you just want to touch base. Do not hesitate to contact the Band Manager or Tour Manager. We thank you in advance and look forward to joining you guys for a great show.

STAGE:

- Covered 60' wide x 40' deep with 20' x 20' covered sound wings
- Monitor World Stage Left
- Guitar World Stage Left (All tech areas must be covered)
- Barricade subject to advance
- Restrooms in close proximity of stage
- One (1) 8' x 8' x 18" Rolling Risers

BACKDROP: Per Advance

We hold final approval of any and all backdrops flown during our performance.

LIGHTING|VIDEO:

- Please send house plot and patch sheet – if you are building the plot per artist specs please inquire with Tour Manager and we can get you specs
- One (1) Grand Ma2 (or whatever house LD prefers)
- Two (2) Hazers with fluid to last entire day
- If video walls are being used for this performance please send the plots over to the Tour Manager. Will want to know if it is IMAG,

content compatible, or just logos only

FOH:

- One (1) Avid S6L 24D with 112 Engine and all necessary cabling and stage racks to accommodate 40 channels of inputs.
- One (1) LM44 processor with tablet
- Two (2) Reference monitors **per advance**.
- Clear Com to be provided to the following locations: (1) FOH, (1) Monitor World
 - Professional PA able to produce enough clear and undistorted volume to cover the room at 110dBa. **This includes the front row. Please make sure there is adequate Front fills for your system.**
- Preferred Line Arrays: D&B, LAcoustics, Adamson (PA should be zoned as Left, Right, Sub, Front Fill)
- Location of Mix Position should be located on center and fully enclosed with barricades. Essential venue staff, touring staff, and guests of MT. JOY will be the only persons permitted at FOH for the duration of the show

MONS: (MUST BE STAGE LEFT)

- We Carry a monitor IEM package consisting of:
 - Midas M32 Rack
 - (4) Shure PSM 1000 (G10 Band 470 – 542 MHz)
 - (2) Shure Hardwired IEM Pack
 - 32 Channel Split with 15' tails for FOH connections

MICS/STANDS/CABLES/SPLIT:

Please see attached input list for all mics, dis, stands and cables needed. They are to be used only by MT JOY and will not be able to be shared with opening acts. Once Mt. Joy's stage is pinned and sound checked there will be no more repatching of splits or subsnakes except for malfunction or mispatch.

MISC:

ALL REQUESTED AUDIO INCLUDING FOH CONSOLE IS TO BE USED ONLY BY MT JOY. A SEPARATE PACKAGE WILL BE

NEEDED FOR ANY OPENING ACTS.

For questions regarding our audio requirements, feel free to reach out to our FOH Audio.

BACKLINE:

GUITARS:

- Three (3) Fender deluxe reverbs
- Four (4) Hercules guitar stands
- One (1) 6 space guitar boat

BASS:

- One (1) Ampeg SVT with Ampeg 8x10 cabinet
 - Suitable sub: Aguilar 751 amp
- One (1) Novation Bass Station II
- One (1) single tier keyboard stand
- Two (2) hercules guitar stand

DRUMS: With all new heads. **Preferred brands include: Gretsch or Ludwig**

- 20" bass drum - Clear Aquarian super kick II on batter side
- 12" rack tom - Remo vintage coated Emperor
- 14" floor tom - Remo vintage coated Emperor
- 5 ½" x 14" snare drum - Remo Coated emperor X
- Two (2) Yamaha snare stands
- One (1) hi-hat stand with clutch
- Four (4) cymbal stands
- One (1) DW 5,000 bass drum pedal
- One (1) Porter & Davies BC2 drum throne with amp
- One (1) drum rug

KEYS:

- One (1) Nord electro 5d
- One (1) Yamaha CP3 73 key or X1
 - suitable sub: Korg SV1
- One (1) Novation Bass Station II
- One (1) Quick-lock 2 tier Keyboard Stand
- One (1) Single Tier Keyboard Stand

MISC:

- Sixteen (16) ¼" Instrument cables
- Two (2) Rolls Various color Gaff Tape
- One (1) Roll of Black Gaff Tape
- Backline tech workbox

LOCAL STAFF:

All staff listed should be provided by venue/promoter.
 Venue/promoter is responsible for all breaks and meals for staff.
 All staff are to be ready and available to help with all production needs at specified load in time. All staff should be knowledgeable of house systems and protocols. All staff should be proficient enough in respective positions to handle all house and support act needs.

- **Production Manager:**
- **Stage Manager:**
- **MON TECH:**
- **FOH AUDIO:**
- **FOH LIGHTING:**
- **2 STAGE HANDS:**
- **Backline Tech**

COVID - 19

The tour will require that the staff be properly masked (we will be too!), proper sanitization techniques, and social distancing according to the latest CDC and US Federal guidelines.

<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>

During the performance and soundcheck some members of the band may not be masked. We would like to make sure your staff & patrons are at a safe distance during the performance.

MT. JOY PREFERRED DAILY SCHEDULE:

PLEASE INFORM TM OF ANY CONFLICTS

TIMES MAY VARY PENDING ADDITIONAL SUPPORT ACTS

		<u>Curfew</u>	<u>12:00:00 PM</u>
<u>Venue Access:</u>	<u>10:</u>	<u>Out of Venue:</u>	
<u>Mt. Joy Load in:</u>	<u>11:</u>	<u>Bus Call:</u>	<u>2:00:00 AM</u>
<u>Lunch:</u>	<u>1:</u>		
<u>Line Check:</u>	<u>2:</u>	<u>12:30:00 AM</u>	<u>2:00:00 PM</u>
<u>Sound Check:</u>	<u>3:</u>	<u>3:00:00 PM</u>	<u>2:30:00 PM</u>
<u>Clear Stage:</u>	<u>4:</u>	<u>4:00:00 PM</u>	<u>4:30:00 PM</u>
<u>Support SC:</u>	<u>5:</u>	<u>5:30:00 PM</u>	
<u>Doors:</u>	<u>6:</u>		
<u>Support:</u>	<u>7:</u>	<u>8:00:00 PM</u>	<u>8:30:00 PM</u>
<u>Change Over:</u>	<u>8:</u>	<u>10:00:00 PM</u>	
<u>Performance:</u>	<u>8:</u>		
<u>Load Out:</u>	<u>10:</u>		

Dressing rooms: The PURCHASER will provide the following dressing room standards. Purchaser shall be solely responsible for the security of items in the dressing rooms, and shall keep all unauthorized persons from gaining access to these areas. A key should be provided to the tour manager upon arrival and will be kept until end of day.

We Prefer at least Two (2) Dressing rooms w/ Bathroom & Shower.

All dressing rooms should be clean, dry, odorless, and cooled or heated to between 69- and 72 degrees. Rooms should be well lit. Rooms should have the following at the least:

One (1) Table

Two (2) chairs

One (1) mirror

One (1) power outlet

One (1) seating area capable of seating up to Ten (10) people comfortably.

Hospitality Rider

The Purchaser agrees to provide the following as a show cost:

- 8 (\$20) Buyouts
- 1 Bottle of Red Wine
- 12 Pack of Local Crab Beer
- Tea: Caffeine-Free, Green, and Throat Coat
- 2 Cases of Bottled Water
- Hummus
- Pita Chips
- Baby Carrots
- 12 Pack of La Croix
- Pack of Black Sharpies - Broad Chisel Tip

All hospitality items are to be charged to the performance budget at real cost. Bar prices or any other price structure that exceeds local retail value for these

hospitality items WILL NOT be accepted at settlement.

The PURCHASER shall not limit Mt. Joy to fewer than thirty guests should Mt. Joy request such an accommodation, unless otherwise stipulated on the contract face page.

