



- **ARTIST or Artist's furnishing company (hereinafter "ARTIST")**
- **Company authorized by PURCHASER to act on their behalf (hereinafter "AGENT")**
- **Person or company authorizing AGENT and engaging ARTIST (hereinafter "PURCHASER")**

This **Booking Agreement** (the "Agreement") is made on December 18, 2024, by and between TSE Entertainment, 13809 Research Blvd. SUITE 500, Austin, TX, 78750, United States (hereinafter "Agent"), and Weber County Fair, 1000 1200 W St, Ogden, UT, 84404, United States (hereinafter "Purchaser") (individually referred to as a "Party" or collectively referred to as the "Parties").

It is understood and mutually agreed that the PURCHASER has authorized the AGENT to act on their behalf to engage the ARTIST to provide the entertainment generally described as the "Performance" listed herein. The ARTIST hereby agrees to provide the PURCHASER with the "Performance" subject to all of the terms and Conditions herein set.

**1. Deal Terms and Payment Schedule**

The PURCHASER hereby agrees to pay AGENT **Flat Guarantee of \$ 25,000.00** for the Performance(s). AGENT will then pay ARTIST for the Performance as described herein. **Payment** for the Performance is to be paid by Check, Cashier's Check, Money Order, ACH or Wire Transfer (plus \$15 wire fee) to **TSE Entertainment, LLC**.

Payment Mailing Information:  <b>TSE Entertainment, LLC</b> <b>Attention: Glenda Black</b> <b>13809 Research Boulevard, Suite 500</b> <b>Austin, TX 78750</b>	Bank Wire Information:  <b>TSE Entertainment, LLC</b> <b>Bank Address: Frost Bank, 2710 La Frontera Blvd,</b> <b>Round Rock, TX 78681</b> <b>Domestic ABA Routing #: 114000093</b> <b>Account #: 592478013</b>
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Payment in Full due 12/31/24 to TSE Entertainment, LLC \$ 25,000.00

**2. Events, Performances, and Appearances**

<b>Artist</b>	<b>Tyler Braden</b>	
<b>Date</b>	<b>Thursday, August 7, 2025</b>	
<b>Venue</b>	<b>Weber County Fair</b> 1000 N 1200 W, Ogden, UT, 84404, United States	
<b>Event</b>	<b>Fair Weber County Fair</b>	
<b>Performance</b>	<b>Full Band (Approx 90 minutes)</b> <i>Purchaser agrees that this needs to be reaffirmed with artist and tour manager onsite and that TSE Entertainment is not responsible for timing day of show.</i>	
<b>Schedule</b>	Doors	6:00 PM
	Opener	6:15 - 7:00 PM
	Headliner Start Time	7:30 PM

### 3. Additional Terms

- \*100% Headliner Billing
- \*MERCH RATE: 100% to Artist – Artist Sells
- \*RADIUS CLAUSE: Artist cannot perform any public shows within 100 miles of this show; 60 days prior to show date, unless otherwise agreed to. Shows within 100 miles that fall after this play may be announced after this show plays or sells out, unless otherwise agreed to.
- \*Artist to perform one complete set. Purchaser requests one 90 minute set.
- \*Artist requests ten (10) comp tickets.
- \*Artist requires experienced, able-bodied & sober loaders for load in/out. **max of 4 GB**
- \*Artist requires a shower and dressing room on-site for Artist's sole use, per advance.
- \*Purchaser to provide local ground transportation, per advance.
- \*Purchaser to provide hotels, per advance. **max of 4 rooms GB**
- \*Purchaser to provide sound, lights, and **backline**, per advance. **GB**
- \*Purchaser must get approval of all announce/on-sale, radio involvement/presents, & marketing plans. Absolutely NO announce or on-sale without prior approval.
- \*Purchaser must get approval for any support talent.
- \*Purchaser to provide and pay for mutually agreeable Artist rider requirements.
- \*Any Meet & Greet requests are subject to Artist approval and are not implicitly agreed to. If approved, M&G to occur at a mutually agreeable time, place, and number of people, per advance.
- \*Any use of Artist name, logo, and/or Artist likeness is subject to prior written approval. Additionally, any event or stage sponsor and/or signage cannot imply Artist endorsement.
- \*If Artist plans to conduct paid VIP, proceeds will be separate from deal and go direct to Artist. Promoter is not allowed to sell any venue VIP which includes but is not limited to early access, private balcony, roped off VIP areas, boxes, or make any revenue involving prime seating/viewing without approval.
- \*Any requested meet & greet, promotional items, or marketing requests is subject to advance and Artist approval and not implicitly agreed to.
- \*If applicable, purchaser must provide a mock-up of any event merchandise that includes artist name and/or likeness to artist management for approval prior to production.
- \*In the event of inclement weather that renders any performance impossible, hazardous, or unsafe, Purchaser shall remain liable for payment of the full agreed-upon compensation even if such performance is prevented by such weather conditions.

4. **Ticket Scaling** - Concert is free with fair gate admission.

### 5. Security

The PURCHASER shall guarantee proper security at all times to ensure the safety of the ARTIST, auxiliary personnel, instruments and all equipment, costumes and personal property during and after the performance. Particular security must be provided in the areas of the stage, dressing rooms and all exits and entrances to the auditorium and the remote mixing console. Security protection to commence upon the arrival of the ARTIST on the premises.

### 6. Artist Relationship

ARTIST is to be considered by PURCHASER as the product of TSE Entertainment. Any attempt to negotiate, book engagements, or arrange alternate dates, times, or fees, shall be done solely through TSE Entertainment. Should PURCHASER violate this provision, TSE Entertainment may choose to elect any of the following remedies; (1) the full amount of the contract shall be immediately due and owing, (2) TSE Entertainment may get an injunction, or (3) take any legal remedies available.

### 7. Return Engagements

Any return engagement within ONE YEAR & THREE MONTHS after the performance date in this Agreement is the property of TSE Entertainment. In the event of a rebooking between the PURCHASER and the ARTIST within the stipulated Return Engagement restriction period, AGENT shall assess a fee of 15%, which shall be invoiced to the PURCHASER. The PURCHASER agrees to remit the fee within 10 business days from the date of receipt of the invoice.

### 8. Recording, Reproduction, or Transmission of Performance

PURCHASER shall not itself nor shall it permit others to PROFESSIONALLY record, broadcast, televise, photograph or otherwise reproduce the Performance without prior written consent of the ARTIST. However, ARTIST and PURCHASER acknowledge that persons carrying personal electronic devices, including but not limited to cell phones and tablets, are

difficult to police and the use of such personal electronic devices by audience members shall not constitute a breach of this Agreement.

#### **9. Controlling Authority**

ARTIST shall have the sole and exclusive control over the production and presentation of the Performance, including but not limited to the details, means, and methods of the performing personnel, and ARTIST shall have the sole right or may see fit to designate and change at any time its performing personnel.

#### **10. Intellectual Property**

The Parties acknowledge that the ARTIST shall perform its obligations under the terms of this Agreement as an independent contractor and not as an employee of PURCHASER. As such, all intellectual property rights, including copyrights, arising out of or deriving from the Performance shall be owned exclusively by the ARTIST.

#### **11. Merchandising**

ARTIST shall have the exclusive right to sell its souvenir programs, photographs, records and any and all types of its merchandise including, but not limited to, articles of clothing (i.e., T-shirts-hats, etc.), posters, stickers or other merchandise on the premises of the Place of Performance during the Date of the Performance, without any participation in proceeds by PURCHASER, subject however to concessionaire's requirements if any.

#### **12. Right to Likeness**

PURCHASER shall be entitled to advertise and promote the appearance of ARTIST at the Performance solely for the purpose of increasing the attendance at Performance. PURCHASER however, may not use ARTIST'S name or likeness as an endorsement of any product or service nor in connection with any commercial tie-up without ARTIST'S prior written consent.

#### **13. Term and Termination**

- a. **Term.** This agreement shall stay in effect through and including the final engagement date as noted above.
- b. **Termination.** In the event PURCHASER refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, ARTIST shall have the right to refuse to perform this Agreement, shall retain any amounts paid to ARTIST by PURCHASER, and PURCHASER shall remain liable to ARTIST for the agreed Payment under this Agreement. In addition, if, on or before Date of Performance, PURCHASER has failed, neglected, or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of PURCHASER fails or refuses to make such payment forthwith, ARTIST shall have the right to cancel this Agreement by notice to AGENT to that effect, and to retain any amounts heretofore paid to ARTIST by PURCHASER and PURCHASER shall remain liable to ARTIST for the agreed Payment under this Agreement.

#### **14. Force Majeure**

The Parties shall be excused from their obligations under this Agreement in the event of proven sickness, accident, riot, strike, epidemic, act of God, or any other force majeure event or occurrence beyond their respective control UNLESS the ARTIST is onsite ready, willing, and able to perform; in which case, the ARTIST shall be paid in full.

The performance of the ARTIST pursuant to the terms of this Agreement is subject to the occurrence of any of the following conditions: death or sickness of the ARTIST or family members, accidents, riots, strikes, acts of God, pandemic/epidemic, accidents to or mechanical failure of transportation or any other event beyond the ARTIST control rendering performance of this Agreement impractical.

**Purchase price is agreed upon rain or shine if this is an outdoor event.** Bad weather such as rain does NOT fall under the force majeure clause. ARTIST is to be paid in full regardless of weather-related issues.

#### **15. Cancellation Clause**

THIS CONTRACT CANNOT BE CANCELED BY THE PURCHASER. In the event of such PURCHASER cancellation, the contract guarantee is to be paid in full. ARTIST reserves the right to cancel this engagement by written notification to the PURCHASER no later than 30 days prior to the engagement. In the event of such ARTIST cancellation, any deposits made will be refunded to the PURCHASER.

**16. Union Rights**

If ARTIST is a member of the American Federation of Musicians of the United States and Canada (hereafter "Federation"), the following provisions shall apply:

a. It is expressly understood by the PURCHASER, AGENT, and the ARTIST, who are parties to this Agreement in any capacity except as may be expressly provided in a specific written agreement, and therefore neither the Federation nor the local union, shall be liable for the performance or breach of any provision thereof.

b. A representative of the local union or the Federation shall have access to the place of performance covered by this Agreement for the purpose of communication with the ARTIST performing the engagement and the PURCHASER.

**17. Indemnification**

The Parties agree to indemnify and hold harmless the other Party from and against any claims, lawsuits, liability, damages, loss, costs or expense, including attorney's fees incurred as a result of bodily injury, death, personal injury or damage to property caused by or arising out of the intentional, wrongful, or negligent acts or omissions of the responsible Party. Purchaser is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904. The Parties agree that Purchaser shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

**18. Governing Law**

This Agreement shall be governed by and subject to the laws of Utah United States, without giving effect to any choice or conflict of law provision.

**19. Assignment/Transfer**

Neither ARTIST nor PURCHASER may assign or transfer this Agreement or any other rights or obligations hereunder without the mutual written consent of both the ARTIST, PURCHASER, and AGENT and such assignment contains the complete understanding of the Parties respecting the subject matter hereof. It is expressly understood and agreed that the Parties make no representations or agreements, oral or otherwise, outside the terms of this Agreement which add to, broader, vary, or conflict with the provisions hereof. Any purported outside representations or agreements have no force or effect upon the rights or duties of the Parties hereunder. No term, provision, or condition of this agreement may be altered, amended, or added except upon the execution of a written agreement by the Parties hereto. Any notices provided for herein shall be in writing and shall be personally served or mailed to each Party at the addresses provided.

**20. Amendment to Agreement**

This Agreement contains the sole and complete understanding of the Parties and may not be amended, supplemented, varied, or discharged, except by an instrument in writing signed by both Parties.

**21. Entire Agreement**

This Agreement contains the entire agreement between the Parties and supersedes any and all previous agreements, written or oral, between the parties relating to Performance. THE PERSON(S) EXECUTING THIS AGREEMENT ON BEHALF OF EACH PARTY WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT IN FULL.

**22. Binding Agreement**

THIS AGREEMENT IS NOT TO BE ADVERTISED OR CONSIDERED BINDING UNTIL DEPOSITS REQUIRED ARE RETURNED AND CONTRACT IS SIGNED BY BOTH PARTIES.

ACCEPTED AND AGREED TO:

**Weber County Fair**

**TSE Entertainment - Listed Agent of ARTIST Above**

*Ashton Wilson* 12/19/24

*Glenda Black* 12/19/2024

Ashton Wilson

Glenda Black

Weber County Fair  
1000 1200 W ~~St~~, Ogden, UT, 84404, United  
States  
anwilson@co.weber.ut.us  
801-989-4054

TSE Entertainment  
13809 Research Blvd, SUITE 500,, Austin, TX, 78717, United States  
glendablack@tseentertainment.com  
(512) 762-0603

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
James H. "Jim" Harvey, Chair

Commissioner Froerer voted \_\_\_\_\_

Commissioner Harvey voted \_\_\_\_\_

Commissioner Bolos voted \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor