



Agreement made **October 21st, 2024** between **Ogden Eccles Conference Center** (hereinafter referred to as PRESENTER) and **Salzburger Echo** (hereinafter referred to as ARTIST)

It is mutually agreed between the parties as follows:

The PRESENTER hereby engages the ARTIST and the ARTIST hereby agrees to furnish the entertainment presentation hereinafter described, upon all terms and conditions set forth below.

1. Details of ENGAGEMENT:

Venue: Ogden Eccles Conference Center
2415 Washington Blvd.
Ogden, UT 84401

Date of Performance: January 17th and 18th 2025

Band Call Time: Load can be 1/16/2025-1/17/2025 at 9:00 am, set up and sound check
Approx. Scheduled Performance Times: Friday 1/17 and Saturday 1/18
12:15 pm to 1:15 pm
4:00 pm to 5:00 pm
7:45 pm to 8:45 pm

Length of Show: 3, 60 minute sets Friday January 17th and Saturday January 18th 2025

2. Billing: **Salzburger Echo**
2533 East. Robidoux Rd.
Sandy, UT 84093

3. Compensation: OECC shall pay \$5,250.00 for the entertainment.
OECC shall pay for 1 flight for band member up to \$600.00.
OECC shall provide 5 Hotel Rooms at the Hampton Inn 1/16-1/19 at a value of \$2,385 + tax and services.
OECC shall provide admission for band members at a value of \$80.
OECC shall provide 2 meals for each band member each day of the event at a value of \$300.

Above Compensation is to be paid in full via check on the night of performance.

4. PRESENTER agrees, at organization's expense, to provide a performance hall and appropriate dressing room(s) for ARTIST that are adequately cooled/heated, clean, and secure for the duration of the ARTIST's visit. PRESENTER also agrees to provide adequate and professional lighting and sound equipment for the execution of the performance. ARTIST agrees to provide all musical instruments and backline.
5. ARTIST shall provide services in a competent manner, arrive and perform at times specified between the parties, abide by all reasonable rules and requirements of PRESENTER, and render services exclusively during the term of this contract.

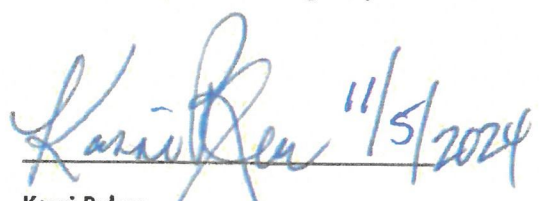
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- 6. PRESENTER agrees not to broadcast, photograph, record, or otherwise reproduce the performance without the express written consent of the ARTIST and to prevent such broadcast, photography, or recording by other parties.
- 7. In the event that the performance of any of the covenants, duties, or obligations of the Agreement on the part of the PRESENTER or ARTIST shall be prevented, interrupted, delayed, or suspended by any force majeure event, as defined herein, either party may terminate this Agreement without any liability on either party for any damages arising from such termination. Termination for a force majeure event shall not be deemed a breach of the agreement.

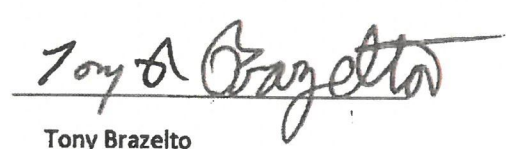
"Force Majeure" shall mean state of emergency due to weather, illness, death or incapacitation of a key member of the ARTIST (as determined by the ARTIST in its sole judgement) or death or life threatening illness of an immediate family member of or key member of the ARTIST; any present or future statute, laws, ordinance, regulation, order, judgement, or decree, act of God, earthquake, flood, fire, epidemic, or any other similar cause or causes outside the reasonable control of the parties hereto.

- 8. PRESENTER agrees to indemnify ARTIST against, and hold it harmless for any and all loss or liability for injuries or damages to any and all persons, property or any entities, that may occur in connection with the performance, except for sole negligence on the part of the ARTIST and its employees. ARTIST, likewise, agrees to indemnify PRESENTER against, and hold it harmless for, any and all loss or liability for injuries or damages to any and all persons, property or any entities, except for sole negligence on the part of the PRESENTER or its employees.
- 9. This agreement may not be changed, modified or altered except by an instrument in writing by both parties. This agreement shall be construed in accordance with the laws of the State of Utah. Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in the State of Utah.
- 10. Nothing contained in this agreement shall be construed to constitute a partnership or joint venture, and ARTIST is not an employee of PRESENTER. As such, any and all employment and income taxes are sole responsibility of the ARTIST.

AGREED to by the undersigned parties this 29th day of November 2024.



Kassi Bybee
 Peery's Egyptian Theater
 2415 Washington Blvd.
 Ogden, UT 84401



Tony Brazelto
 Salzburger Echo Band
 2533 E. Robidoux RD
 Sandy, UT 84093

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY:

By: _____

Jim Harvey, Chair

Commissioner Froerer Voted _____

Commissioner Harvey Voted _____

Commissioner Bolos Voted _____

Attest: _____

Ricky Hatch, CPA, Weber County Clerk/Auditor

Request for Taxpayer Identification Number and Certification

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

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

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

2 Business name/disregarded entity name, if different from above
Salzburger Echo Inc.

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

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

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

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

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2533 E. Robidoux Rd.

6 City, state, and ZIP code
Sandy, UT 84093

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

| Social security number | | | | | | | | |
|------------------------|--|--|---|--|--|--|--|--|
| | | | - | | | | | |

or

| Employer identification number | | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|---|
| 2 | 0 | - | 3 | 9 | 3 | 6 | 4 | 1 | 3 |

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *Tony R Brazelton* Date ▶ *02-23-2023*

General Instructions

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

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

Purpose of Form

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

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

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

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