



Certified: --

E-92-22

Filed with the Clerk of the
Nassau County Legislature
August 1, 2022 8:28PM

NIFS ID: CQPK22000020

Capital:

Contract ID #: CQPK22000020

NIFS Entry Date: 08/01/2022

Department: Parks

Service: Musical Performance

Term: from 08/01/2022 to 12/31/2022

Contract Delayed: X

Slip Type: New		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	No
2) Comptroller Approval Form Attached:	Yes
3) CSEA Agmt. & 32 Compliance Attached:	No
4) Significant Adverse Information Identified? (if yes, attach memo):	No
5) Insurance Required:	Yes

Vendor/Municipality Info:	
Name: GB Touring Inc	ID#: 300062481
Main Address: 530 Wilshire Blvd #308 Santa Monica, CA 90401	
Main Contact: Robert Rodriguez	
Main Phone: (310) 550-3618	

Department:
Contact Name: Darcy Belyea
Address: Administration Bldg. Eisenhower Park E. Meadow, NY 11554
Phone: (516) 572-0272
Email: ContractRoutingParks@nassaucountyny.gov

Contract Summary

Purpose: The Performer is hereby retained to perform one (1) live musical performance by Gin Blossoms on Saturday, August 27, 2022 from 8:00pm to 10:00pm at the Lakeside Theatre, Eisenhower Park.
Method of Procurement: Sole Source (see Letter attached)Sole Source (see Letter attached) The County is unable to provide these highly skilled and specialized services, including, but not limited to a performance by the original group the Gin Blossoms, which cannot be evaluated through a competitive bid process.
Procurement History: Sole Source (see Letter attached)The County is unable to provide these highly skilled and specialized services, including, but not limited to a performance by the original group the Gin Blossoms, which cannot be evaluated through a competitive bid process.
Description of General Provisions: The Performer is hereby retained to perform one (1) live musical performance by Gin Blossoms on Saturday August 27, 2022 from 8:00pm to 10:00pm at the Lakeside Theatre, Eisenhower Park. The maximum amount to be paid to the Performer as consideration for the services under this Agreement is \$40,000.00. The County is unable to provide

these highly skilled and specialized services, including, but not limited to a performance by the original group the Gin Blossoms, which cannot be evaluated through a competitive bid process.

Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program \$ Total amount -\$40,000.00

Change in Contract from Prior Procurement: n/a

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	30	3180	DE	PKGGEN3180	DE500	PKGGEN3180 DE500	01	\$40,000.00
						TOTAL	\$40,000.00	

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$0.00
State	\$0.00
Capital	\$0.00
Other	\$40,000.00
Total	\$40,000.00

Routing Slip

Department			
NIFS Entry	Patti Buffolino	08/01/2022 04:58PM	Approved
NIFS Final Approval	Linda Barker	08/01/2022 05:01PM	Approved
Final Approval	Linda Barker	08/01/2022 05:01PM	Approved
County Attorney			
Approval as to Form	Daniel Gregware	08/01/2022 05:45PM	Approved
RE & Insurance Verification	Daniel Gregware	08/01/2022 05:45PM	Approved
NIFS Approval	Daniel Gregware	08/01/2022 05:46PM	Approved
Final Approval	Daniel Gregware	08/01/2022 05:46PM	Approved
OMB			
NIFS Approval	Sanju Jacob	08/01/2022 05:04PM	Approved
NIFA Approval	Christopher Nolan	08/01/2022 05:37PM	Approved
Final Approval	Christopher Nolan	08/01/2022 05:37PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Robert Cleary	08/01/2022 06:09PM	Approved
DCE Compliance Approval	Robert Cleary	08/01/2022 06:09PM	Approved
Vertical DCE Approval	Arthur Walsh	08/01/2022 08:13PM	Approved
Final Approval	Arthur Walsh	08/01/2022 08:13PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	08/01/2022 08:21PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2022

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION & MUSEUMS, AND GB TOURING, INC.

WHEREAS, the County negotiated a personal services agreement with GB Touring, Inc. to furnish the services of the Gin Blossoms to provide a live musical performance at Lakeside Theatre, Eisenhower Park, which is on file with the Clerk of the Legislature (the “Agreement”); now, therefore, be it

RESOLVED, the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the Agreement, once in final form, with GB Touring, Inc.; and be it further

RESOLVED, that the Agreement, which is substantially in final form, including all business terms such as total cost and date of performance, but subject to further negotiation of the Nassau County Standard Terms and Conditions, is filed with the Clerk of the Legislature, and, once finalized, a final fully executed copy of such Agreement shall be filed with Clerk of the Legislature for proper recordkeeping.



WME

9601 Wilshire Boulevard
3rd Floor
Beverly Hills, CA 90210
USA
Phone: +1 310-786-4740
email: BRB@WMEAgency.com

GIN BLOSSOMS

GB TOURING, INC.

ARTIST RIDER AND ADDENDA ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT

Agreement made 16 Jun 2022 between GB TOURING, INC. (hereinafter referred to as "PRODUCER") furnishing the services of GIN BLOSSOMS (hereinafter referred to as "ARTIST") and NASSAU COUNTY PARKS, RECREATION AND MUSEUMS/Darcy Belyea (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST for the Engagement (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider, and any other PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference.

1. ENGAGEMENT VENUE(S):

HARRY CHAPIN LAKESIDE THEATRE
Eisenhower Park
East Meadow, NY 11554
USA

2. DATE(S) OF ENGAGEMENT:

a. Number of Shows: Sat 27 Aug 2022
1
b. Show Schedule(s): 07:30 PM: Doors
08:00 PM: Support - Pending: ARTIST - Approved Support; (45 min.)
09:00 PM: GIN BLOSSOMS; (75-90 min.)
11:00 PM: Curfew

3. BILLING (in all forms of advertising):

100% Headline Billing

4. COMPENSATION:

\$40,000.00 USD (Forty Thousand U.S. Dollars) flat GUARANTEE.

REIMBURSEMENT(S):

\$3,500.00 USD for Hotels due: 27 Aug 2022 -- ARTIST - Supplied

DEPOSIT requirements and PAYMENT TERMS are further set forth below in Section 10.

5. PRODUCTION AND CATERING:

Purchaser to provide and pay for sound, lights, & backline per artist requirements.

Production Contact:

Paul Wygand
+1(516) 298-0977 (off.)
pwygan@nassaucounty.gov

6. TRANSPORTATION AND ACCOMMODATIONS:

a) Air transportation:

- b) Accommodations:
- c) Air freight and excess baggage:
- d) Ground transportation:
- e) Meals and incidentals:
- f) Other:

Any changes to the above-mentioned arrangements are subject to the sole and exclusive prior written approval of PRODUCER.

7. SPECIAL PROVISIONS:

THERE IS TO BE NO ANNOUNCEMENT OR ONSALE UNTIL JULY 7, 2022

-Artist is not required to attend promoter generated meet & greets due to health & safety concerns during COVID-19.

-ARTIST to receive - 20 - complimentary tickets per engagement unless otherwise noted by management or William Morris Endeavor Entertainment.

- Tour advance to be coordinated with Chad Jensen at cjallclear@earthlink.net & 805-886-0939

- All press and interview requests are to be directed to Chad Jensen at cjallclear@earthlink.net & 805-886-0939 & Hilary Thoemke at hilary@jensenartist.com at 239-595-7985.

- No audio or video recording, live broadcasts, or webcasts without prior written permission from Brodie Becker at William Morris Endeavor Entertainment.

- GIN BLOSSOMS admat, radio spots and television spots must be obtained from Bill Young Productions, please reach out to Steve Bassett for these materials. STEVE BASSETT : BASSETT@BYP.COM : T 281-240-7400 | C 713-806-5415.

- A complete ARTIST rider may be downloaded at http://www.wmeentertainment.com/gin_blossoms/summary/ | - Artist rider items subject to mutually agreed upon substitutions. username: riders | password: groucho.

- ALL SETTLEMENTS SHALL BE PAID BY PURCHASER TO ARTIST ONE HOUR PRIOR TO SHOW IN CASH

- Company check

ONLY UNLESS OTHERWISE ADVANCED BY ARTIST REPRESENTATIVE.

- BANK WIRE DEPOSITS SHOULD BE DIRECTED TO THE FOLLOWING ADDRESS:

WME Entertainment, LLC
City National Bank
400 N. Roxbury Dr.
Beverly Hills, CA 90210
ABA: 122016066
Account #: 113147172

PLEASE MAKE SURE TO REFERENCE GIN BLOSSOMS AND SHOW DATE

8. ARTIST RIDER:

PURCHASER shall provide and pay for all terms and conditions contained in the ARTIST rider and shall fully comply with all provisions thereof.

9. CURRENCY AND EXCHANGE RATE:

10. PAYMENT TERMS:

a. DEPOSIT in the amount of \$20,000.00 USD shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, to be received not later than 27 Jul 2022;

All deposit payments shall be paid via certified or cashier's check sent to:

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC
ATTN: Brodie Becker
9601 Wilshire Boulevard
3rd Floor

Beverly Hills, CA 90210
USA

OR via bank wire as follows:

CITY NATIONAL BANK
400 North Roxbury Drive
Beverly Hills, CA 90210

Account Name: WME Entertainment, LLC
Account Number: 113147172
ABA Number: 122016066
SWIFT: CINAUS6L
ORG: Nassau County Parks, Recreation and Museums / REF: Gin Blossoms /
Aug 27, 2022
WME booking code: PAB 973972

*Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name
(as sender), name of the artist, start date of the Engagement(s).*

- b. BALANCE of the monies shall be paid to and in the name of PRODUCER by certified or cashier's check or bank wire (as designated by PRODUCER), to be received by PRODUCER not later than prior to the first show of the Engagement.
- c. Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER in cash (if requested by PRODUCER, and to the extent permitted by law), or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.
- d. In the event the full price agreed upon to be paid by PURCHASER does not include percentages or overages, and the actual gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER in cash (if required by PRODUCER and to the extent permitted by law) or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

11. SCALING AND TICKET PRICES:

	CAP. TYPE	PRICE	COMPS	KILLS	SELLABLE	FAC.FEE	PARKING	CHARITY	TIC.FEE	VIP	SCNDRY	OTHER	NET PRICE	GROSS POT.
Sat 27 Aug 8:00 PM	2,500 (other)		0	0	0									
	2,500		0	0	0									

SCALING NOTES:

Free and Public Outdoor Concert

Comp Breakdown: 20 ARTIST

ADJUSTED GROSS POTENTIAL:

TAX:

NET POTENTIAL:

12. EXPENSES:

TYPE	FLAT AMOUNT	% AMOUNT	PER TICKET	MAX AMOUNT	NOTES
Hotels	\$3,500.00				ARTIST - Supplied
Expense Totals:	\$3,500.00				

PURCHASER understands that PRODUCER has relied on the above show expenses. PURCHASER agrees to furnish PRODUCER, not later than settlement of the Engagement(s) with a final statement of actual expenses, including certified paid bills, receipts, advertising tear sheets and venue contract. If the final actual expenses total less than the expenses stated herein, then the split figure or total expenses used to determine the percentage of the net, will be reduced by the difference between the total expenses previously submitted by PURCHASER and the total actual expenses. Any increases to the above expenses are subject to PRODUCER's approval.

13. MERCHANDISING:

Artist sells; All Merchandise: 100.00% of proceeds to ARTIST.

14. VISAS AND WORK PERMITS:

Agreement dated 16-June-2022

Page 3 of 9

WME AFM; rev. 2014-05-29/updated March, 2015

GIN BLOSSOMS
NASSAU COUNTY PARKS, RECREATION AND MUSEUMS
Seq.: 3000895

15. TAXES:

ADDENDUM "A" (ADDITIONAL TERMS AND CONDITIONS), ARTIST RIDER, AND ANY OTHER PRODUCER ADDENDA REFERENCED HEREIN (IF ANY), ARE ALL ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY REFERENCE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

By:

NASSAU COUNTY PARKS, RECREATION AND MUSEUMS

Darcy Belyea
1899 Hempstead Turnpike
East Meadow, NY 11554
USA

Care of: Cindy Gillen
Nassau County Parks, Recreation and Museums

By:

GB TOURING, INC.
Fed ID: 30-0062481

Return all signed contracts to WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC at the address above: Attention: Becker

ADDENDUM "A"

ADDITIONAL TERMS AND CONDITIONS

A. COMPENSATION

- (1) Unless otherwise specified, all payments shall be made in full without any deductions whatsoever. If not already indicated on the face page of this Agreement, PURCHASER will advise PRODUCER, or PRODUCER's agent, promptly upon request (but in no event later than the on-sale date), of the net admissions prices for the entertainment presentation and shall further disclose any added charges and applicable tax in connection therewith.
- (2) In the event the payment to PRODUCER shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance within two (2) hours following such performance. PRODUCER shall have the 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 Engagement.
- (3) In the event that the payment of PRODUCER's share of said performance(s) receipts is based in whole or in part upon expenses related to the Engagement, PURCHASER shall verify by paid receipts, cancelled check or similar documents all such expenses, or they shall not be included as an expense of the Engagement.
- (4) In the event the payment to PRODUCER does not include a percentage payment, if the actual gross box office receipts from the Engagement exceed the gross potential as stated on the face of this Agreement or as otherwise agreed in writing between the parties, such excess shall be immediately paid in full to PRODUCER in cash.

B. TICKETS This is a free event where no tickets will be distributed.

- ~~(1) PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from PRODUCER.~~
- ~~(2) ALL TICKETS MUST BE NUMBERED. NO TICKETS SHALL BE PRICED AT MORE THAN THE AGREED UPON PRICE EXCLUSIVE OF VALUE ADDED TAX OR OTHER SALES-BASED TAX WITHOUT PRODUCER'S PRIOR APPROVAL.~~
- ~~(3) If ticket price scaling shall be varied in any respect, the percentage of compensation payable to PRODUCER shall be based upon whichever of the following is more favorable to PRODUCER: (i) the ticket price scaling set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price scaling in effect for the Engagement.~~
- ~~(4) The PRODUCER's representative shall have the right to inspect ticket racks and all box office and other records with respect to such receipts, including, but not limited to, unsold tickets, printed but unsold tickets (so-called "deadwood") and stubs of tickets sold, for the purpose of verifying the statements. PRODUCER's representative will upon request be admitted to the box office at all times during the sale of tickets for the Engagement hereunder.~~
- ~~(5) There shall be no dynamic ticket pricing unless mutually agreed upon by PRODUCER and PURCHASER in writing. In the event the parties agree to participate in dynamic ticket pricing all terms thereof shall be subject to mutual written approval including, without limitation, all ticket prices and adjustments thereto, scaling, gross box office potential and additional ticketing charges (if any). All elements thereof, including, without limitation, all ticket pricing/scaling/adjustments, ticketing charges (if any) and final gross revenue must be transparent and presented at settlement in writing to PRODUCER to evidence compliance with the foregoing.~~
- ~~(6) PURCHASER agrees that any inclusion of ARTIST's performance hereunder in a subscription or other type of series is subject to the prior written consent of PRODUCER.~~
- (7) PURCHASER shall not commit ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without PRODUCER's prior, written consent, which shall be given or withheld in PRODUCER's sole discretion.

C. FACILITIES

- (1) PURCHASER agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper and lawful presentation of the Engagement, including, without limitation, a suitable venue, well-heated, ventilated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and all necessary first class sound equipment in perfect working condition including amplifiers, microphones in number and quality required by PRODUCER, dressing rooms (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and stage hands, all necessary first class lighting, tickets, house programs, all licenses (including musical performing rights licenses), adequate security, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all other necessary expenses in connection therewith.
- (2) PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in the attached ARTIST Rider, unless otherwise agreed by PRODUCER and PURCHASER in writing. Exact requirements to be advised if same differs from ARTIST Rider specifications.
- (3) PURCHASER will pay all music royalties in connection with PRODUCER's use of music, and in addition, the costs of any musicians (including contractor) other than those furnished by PRODUCER as part of PRODUCER's regular company.
- (4) PURCHASER agrees to pay all amusement taxes, if applicable.
- (5) PURCHASER shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and PRODUCER.
- (6) If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands and other personnel for lighting and dress rehearsals. PURCHASER shall furnish at its own expense all other items and personnel including, but not limited to, any and all personnel, including musicians, as may be required by any national or local union(s) required for the proper presentation of the performance hereunder, and any rehearsals therefore, except for those items and personnel which PRODUCER herein specifically agrees to furnish.
- (7) PURCHASER shall ensure compliance with all applicable requirements of laws and regulations as 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).
- (8) PURCHASER shall be solely responsible for providing a safe environment for the Engagement, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Engagement and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). PRODUCER/ARTIST shall not have any liability for any damage or injury caused by such Adverse Conditions.

D. PRODUCTION CONTROL

- (1) PRODUCER shall have the sole exclusive creative control over the production and presentation of ARTIST's performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the ARTIST herein specifically named.
- (2) ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. PURCHASER agrees that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the Engagement hereunder. PURCHASER agrees to supply and pay for all supporting acts, if any, which must be requested and/or approved by PRODUCER.
- (3) PURCHASER agrees to promptly comply with PRODUCER's directions as to stage settings for the performance hereunder.
- (4) It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent.

E. EXCUSED PERFORMANCE

If, as the result of a Force Majeure Event (as defined below), PRODUCER or ARTIST is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then PRODUCER's and ARTIST's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by PURCHASER, and PURCHASER shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) PURCHASER shall be obligated and liable to PRODUCER for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which PRODUCER may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if ARTIST is ready, willing, and able to perform (but for the occurrence of such Force Majeure Event), then PURCHASER shall nevertheless pay PRODUCER an amount equal to the full GUARANTEE plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not ARTIST is ready, willing and able to perform, PURCHASER shall remain responsible ~~for all transportation~~, accommodations, expense reimbursements and any other payments or compensation for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean any one or more of the following acts which makes any performance(s) by PRODUCER or ARTIST contemplated by this Agreement impossible, infeasible or unsafe: 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) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which PRODUCER and/or ARTIST reasonably believe jeopardizes the safety of ARTIST, any of ARTIST's equipment, musicians or other performers, or any of PRODUCER's key personnel; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires; explosions; floods; 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 of ARTIST, any of ARTIST's musicians, other performers, crew, representatives or advisors, any of ARTIST's family members, any of PRODUCER's key personnel, or any other person personally known to ARTIST whose death, disability, illness or injury adversely impacts ARTIST's ability to perform in connection with the Engagement; or other similar or dissimilar causes beyond the control of ARTIST or PRODUCER which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe.

F. INCLEMENT WEATHER

Nassau County shall decide if there is inclement weather; the artists shall only be paid ^{if they are on} ~~if they are on~~ ^{stage-ready to perform when such weather commences.} ~~if they are on~~

Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and PURCHASER shall remain liable for payment to PRODUCER of the full GUARANTEE plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, PURCHASER shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and expense reimbursements for ARTIST and touring party.

G. PRODUCER'S RIGHT TO CANCEL

PURCHASER agrees that PRODUCER may cancel the Engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the Engagement hereunder. Upon termination of the Agreement in accordance with this Section G, PRODUCER shall return to PURCHASER any deposit previously received by PRODUCER in connection with the Engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement.

H. BILLING

- (1) ARTIST shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, houseboards and announcements.
- (2) PURCHASER may only use ARTIST's name and pre-approved: voice, likeness, materials, pictures, photographs, image, or other identification of ARTIST (collectively, "ARTIST's Likeness") in connection with PURCHASER's advertising and publicizing of the Engagement, however PURCHASER's use of ARTIST's Likeness shall not be as an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent PRODUCER's prior written approval in each instance. Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of PURCHASER's use of ARTIST's Likeness shall at all times be subject to the prior written approval of PRODUCER.

I. MERCHANDISING

PRODUCER shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc., on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any, as specified in this Agreement.

J. NO RECORDING/BROADCAST

PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER or venue employees, representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof) and/or ARTIST and/or PRODUCER's personnel at any time during the Engagement. In the event PRODUCER does so grant any of the aforementioned rights, such rights shall be subject to a separate written agreement and PURCHASER shall be responsible, at PURCHASER's sole cost and expense, for securing any and all necessary third party rights, licenses, clearances, and permissions (including, but not limited to, all necessary publishing and record label clearances) required in connection with PURCHASER's capture and/or exploitation of the same. Notwithstanding the foregoing, and further to any additional obligations of PURCHASER to indemnify PRODUCER/ARTIST contained in this Agreement, PURCHASER shall indemnify and hold harmless PRODUCER and ARTIST from any and all damage(s) it, or they, may sustain as a result of PURCHASER's failure to comply herewith.

K. PURCHASER DEFAULT

(1) In the event PURCHASER refuses or neglects to provide any of the items herein stated or comply with any provisions hereunder, and/or fails to promptly make any of the payments as provided herein and/or fails to proceed with the Engagement and/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 substantial and material breach of this Agreement and 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 hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such breach; (iii) receive the full GUARANTEE (or the unpaid balance thereof) plus all other payments and other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

(2) If, on or before the date of any scheduled engagement, PURCHASER has failed, neglected, or refused to perform any contract with PRODUCER/ARTIST, and/or any contract with any third party relating to this Engagement, and/or any other contract with any other performer for any other engagement (whether or not related), or if the financial standing or credit of PURCHASER has been impaired or is in PRODUCER's opinion unsatisfactory, PRODUCER shall have the right to demand payment of the full GUARANTEE and all other compensation due pursuant to this Agreement. If PURCHASER fails or refuses to make such payment forthwith, then any such failure shall be deemed a substantial and material breach of this Agreement, and 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 hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such anticipatory breach; (iii) receive the full GUARANTEE (or balance thereof) and all other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

L. INSURANCE/INDEMNIFICATION Nassau County is self-insured and therefore will not purchase insurance.

Producer shall maintain its current policy and provide a COE upon request.

(1) PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance coverage, including a contractual liability endorsement as respects this Agreement, liquor liability (either from PURCHASER, if PURCHASER is furnishing liquor, or from PURCHASER's designated concessionaire), in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any); business automobile liability insurance covering all owned, non-owned and hired vehicles used by or on behalf of PURCHASER with a minimum combined bodily injury and property damage liability limit of Five Million Dollars (\$5,000,000) per occurrence; 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.) Notwithstanding the foregoing, for any Engagement at which the allowable capacity is in excess of Twenty-Five Thousand (25,000) attendees, but less than Fifty Thousand (50,000) attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, and for any Engagement at which the allowable capacity is Fifty Thousand (50,000) or more attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Fifteen Million Dollars (\$15,000,000) per occurrence. All of the insurance requirements set forth above shall not be construed as a limitation of any potential liability on behalf of PURCHASER. All such insurance required above shall be primary and non-contributory, and shall be written by insurance companies qualified to do business in the state(s) of the Engagement(s) with A.M. Best ratings not less than A minus or better. Such insurance policies shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives and shall provide that the coverage thereunder may not be materially changed, reduced or canceled unless thirty (30) days prior written notice thereof is furnished to PRODUCER/ARTIST. Not less than ten (10) days prior to each Engagement, PURCHASER shall furnish PRODUCER/ARTIST with an appropriate certificate(s) of insurance evidencing compliance with the insurance requirements set forth above and naming PRODUCER, ARTIST and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees and representatives as additional insureds. PRODUCER's failure to request, review or comment on any such certificate(s) shall not affect PRODUCER's rights or PURCHASER's obligations hereunder. Upon request, PURCHASER shall immediately furnish to PRODUCER/ARTIST a full and complete copy of all insurance policies required to be maintained by PURCHASER herein.

(2) PURCHASER hereby agrees to save, indemnify and hold harmless PRODUCER and ARTIST, and their respective agents, representatives, principals, employees, officers and directors, from and against any claims, suits, arbitrations, liabilities, penalties, losses, charges, costs, damages or expenses, including, without limitation, reasonable attorney's fees and legal expenses, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim including without limitation, a claim for death, 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 Engagement, or any acts or omissions of PURCHASER or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the ARTIST and/or PRODUCER.

M. ROLE OF AGENT

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC acts only as agent for PRODUCER and assumes no liability hereunder and in furtherance thereof and for the benefit of William Morris Endeavor Entertainment, LLC, it is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join William Morris Endeavor Entertainment, LLC, or any of its parents, subsidiaries, officers, directors, principals, agents, employees and representatives (collectively, "WME") as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any acts of commission or omission pursuant to or in connection with this Agreement by either PURCHASER or PRODUCER/ARTIST. To the extent applicable, without limiting the generality of the foregoing and for the avoidance of doubt, WME expressly assumes no liability hereunder for any claims, losses, damages, complications, consequences, or other events that may occur as a result of the failure of either party hereto to obtain any of the visas, work permits, and/or other documentation required for the performance of the parties' obligations hereunder (hereinafter, the "Travel Documents"). It is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join WME as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any failure of either party hereto to obtain, secure, or procure the Travel Documents.

N. NOTICES

All notices required hereunder shall be given in writing at the addresses stated in the preamble of this Agreement.

O. CONTROLLING PROVISIONS

In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER and ARTIST shall control.

P. LIMITATION OF LIABILITY

In no event shall PRODUCER and/or ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to PURCHASER (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if PRODUCER and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER and/or ARTIST (or any of their respective agents, representatives, principals, employees, officers, directors or affiliates) exceed, in the aggregate, an amount equal to the lesser of (i) the amount of reasonably necessary out-of-pocket expenses directly incurred by PURCHASER in connection with ARTIST's performance at the Engagement taking into account any amounts PURCHASER has recovered using its best efforts to mitigate losses; or (ii) the amount of the GUARANTEE which ARTIST and/or PRODUCER have actually received in accordance with the terms of this Agreement. PURCHASER agrees that it shall not (and shall cause its affiliates not to) seek indirect, incidental, consequential, special, punitive (or exemplary), or any other similar damages as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement.

Q. MISCELLANEOUS PROVISIONS

(1) Nothing in this Agreement shall require the commission of any act contrary to applicable law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER to PURCHASER hereunder. In the event of any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

(2) Purchaser shall comply, and shall ensure that its affiliates, subsidiaries, directors, managers, officers, employees, agents, and representatives comply, at Purchaser's expense, with all applicable laws, rules, and regulations in relation to its operations and performance of its obligations under this Agreement, including without limitation, any law, regulation, statute, prohibition, or other measure maintained by any agency or department of any national government, regional body, multilateral institution or other body which is responsible for the adoption, implementation or enforcement of sanction laws, including, but not limited to, the United Nations Security Council, the Council of the European Union, the European Commission, the relevant competent authorities of individual European Union Member States, the United States Department of Treasury's Office of Foreign Assets Control, the United States Department of Commerce, the relevant competent authorities of Australia, or any replacement or other regulatory body responsible for sanctions laws in any country relating to the implementation, application and enforcement of economic sanctions, export controls, trade embargos or any other restrictive measures, including but not limited to those measures which prohibit or otherwise restrict either party's ability to make a service available either directly or indirectly to a sanctioned person and those measures which restrict or prohibit either party from engaging in specified dealings with a specified class of person, whether defined by nationality, business sector or otherwise.

(3) Purchaser represents and warrants that neither it nor its affiliates, subsidiaries, directors, managers, officers, employees, agents, or representatives is (i) a person or entity or, (ii) controlled by a person or entity, on the U.S. Treasury Department's list of Specially Designated Nationals and Foreign Sanctions Evaders List, the U.S. Commerce Department's Denied Persons List or Entity List, the U.K. HM Treasury Consolidated List of Financial Sanctions Targets, the U.K. Export Control Organisation's Iran List, the Australian Government Sanctions Consolidated List, or otherwise designated as subject to financial sanctions or prohibited from receiving Australian, U.S., or U.K. services, or any other equivalent local provisions. Purchaser agrees to notify both Producer and WME immediately in writing of any change in ownership or control that might violate this Section of the Agreement. Producer or WME may terminate this Agreement upon providing written notice of termination to Purchaser, if Producer or WME's performance of its obligations or receipt of consideration hereunder would, as reasonably determined by WME or Producer, result in non-compliance with any laws, rules and regulations applicable to Producer or WME.

(4) Purchaser agrees to comply with all applicable laws and regulations, including, but not limited to, the US Foreign Corrupt Practices Act, the UK Bribery Act and the laws of the country in which any transactions are made or services are provided under this Agreement. Purchaser further agrees that Purchaser and any person or entity working on Purchaser's behalf in connection with the services provided under this Agreement shall not make any payment or transfer anything of value, directly or indirectly, to: (i) any governmental official or employee (including employees of government-owned and government-controlled corporations and public international organizations); (ii) any political party, official of a political party, or candidate for public office; (iii) any intermediary, including, but not limited to, agents, close associates or family members of government officials, for payment to any government official; (iv) any other person or entity in a corrupt or improper effort to obtain or retain business or any advantage, in

connection with Purchaser's affairs; or (v) any other person or entity; if such payment or transfer would violate the US Foreign Corrupt Practices Act, the UK Bribery Act, and/or laws of the country in which the transaction is made and/or services are provided under this Agreement.

(5) This (and any of PRODUCER's: riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of this Agreement.

(6) This Agreement shall be construed in accordance with the laws of the State of California applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved in Los Angeles County in the State of California in accordance with the laws of that State; in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in Los Angeles County in the State of California and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing.

(7) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.

(8) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.

(9) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER and/or ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER, in PURCHASER's carrying out any of the provisions hereof, or otherwise. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.

(10) The terms "ARTIST" and "PURCHASER" as used herein shall include and apply to the singular and the plural and to all genders.

(11) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic delivery (i.e. PDF format), including electronically signed versions of the same, shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

R. AFM PROVISIONS

(1) Whenever the term "Federation" is used herein it shall mean the American Federation of Musicians of the United States and Canada. Whenever the term "Local Union" is used herein it shall mean the Local Union of the Federation with jurisdiction over the territory in which the engagement covered by this contract is to be performed.

(2) No performance of the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Federation relating to and permitting such recording, reproduction or transmission.

(3) It is expressly understood by the parties hereto that neither the Federation nor the Local Union are parties to this contract in any capacity except as expressly provided in 7 above, and therefore, neither the Federation nor the Local Union shall be liable for the performance or breach of any provision hereof.

(4) A representative of the Local Union, or the Federation, shall have access to the place of engagement covered by the contract for purposes of communicating with the ARTIST(s) performing the engagement and the PURCHASER.

as amended

RIDER: A Rider consisting 22 pages, is attached hereto and made a part hereof. If any conflicts exist between any of the terms of such Rider and any of the printed terms of this Lease Agreement, the terms of such Rider will take precedence and be controlling *solely to the extent of such conflict.*

**UNITED STATES
Concert Tour Rider**

2022

• • •

GIN BLOSSOMS

• • •

Agency

WME Entertainment

Brodie Becker

P: 310-786-4740

BBecker@WMEAgency.com

Management

Chad Jensen

P: 805-886-0939

cjallclear@earthlink.net

Press Requests

Hilary Thoenke

hilary@jensenartist.com

Tour Coordination

The Relay Group

P: 615-640-2727

Tour Manager

Scott Dunn

P: 970-443-0323

scott@therelay.group



THE RELAY GROUP

* ARTISTS RIDER CONTAINS A TOTAL OF 22 PAGES

GIN BLOSSOMS

**TOUR RIDER 2022
(UPDATED 12/28/2021)**

INITIALS

Rider to AFM Contract dated _____ by and between

herein after referred to as Purchaser and GB Touring, Inc., an Arizona Corporation (hereinafter referred to as Company), furnishing the services of the group p/k/a "Gin Blossoms" (hereinafter referred to as Artist).

1. BILLING

In all headline situations, Artist shall receive 100% Headline Billing, in any and all publicity releases and paid advertisements, including but not limited to programs, fliers, signs, lobby boards, and marquees. No other name or photograph shall appear in type with respect to size, thickness, boldness and prominence of the type accorded Artist and no other name or photograph shall appear on the same line or above the name of Artist. No support act shall receive more than 50% **billing** without artist's specific written approval. In all headline situations, others acts or masters of ceremony must be approved by Company prior to confirmation of supporting act.

1a. FOR MANAGEMENT APPROVED RADIO SPOTS I AD MATS & ONSALE MATERIALS:

Contact: Bill Young Productions | www.byp.com | Rep: Steve Bassett / bassett@byp.com | (281) 240-7400
750 Park Two Drive, Sugar Land, TX

Billing in all advertising and publicity is to read: GIN BLOSSOMS

Radio Station or Product Co-Presents, Promoter Co-Promotes: Any proposal for radio station co-presentation of this show including any tie-in with a radio, TV, Newspaper or product must be cleared with and approved by Company prior to any confirmation of such tie-in co-present or co-promote. Also, any co-promote situation with any promoter other than contract signer as shown will first need approval of Company.

2. CANCELLATION if + when performance becomes impracticable by
~~Purchaser agrees that Company may cancel the engagement hereunder, at Company's~~ mutual agreement
~~sole discretion;~~ by giving Purchaser notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder.

3. FORCE MAJEURE

Company's obligation to furnish Artist's services is subject to the detention or prevention by sickness, inability to perform, accident, means of transportation, Act of God, riots, strikes, labor difficulties, epidemics, and any act or order of any public authority or any cause, similar or dissimilar, beyond Company's or Artist's control.

and is present at site
Provided Artist is ready, willing, and able to perform, Purchaser agrees to compensate Company in accordance with the terms hereof regardless of Act of God, fire, accident, riot, strike, or any events of any kind or character whatsoever, whether similar or dissimilar to the foregoing events which would prevent or interfere with the presentation of the show hereunder.

GIN BLOSSOMS

TOUR RIDER 2022
(UPDATED 12/28/2021)

INITIALS

4. INCLEMENT WEATHER

Notwithstanding anything contained herein, inclement weather shall not be deemed to be a Force Majeure occurrence and the Purchaser shall remain liable for payment of the full contract price even if the performance(s) called for herein are prevented by such weather conditions. *Nassau County* Company shall have the right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe.

5. CONTROL OF PRODUCTION

Company shall have the sole and exclusive control over the production, presentation, and performance of the entertainment unit in connection with the engagement, including but not limited to, the details, means and methods of the performance of the entertainment unit and each member thereof, and the persons to be employed by Company in performing the provisions hereof on Company's part to be performed. Company shall have the sole right, as Company may see fit, to designate and change the performing personnel. It is specifically understood and agreed that a representative of Company shall have sole and absolute authority in directing personnel operating all lighting and sound equipment during rehearsal and each performance scheduled therein.

Artist will not perform "in the round" unless specified on the face of this contract. Artist shall not be required to perform before a segregated audience.

6. APPROVAL OF OTHER PERFORMERS

Company reserves the approval right of any other persons to appear in conjunction with this performance and the right to determine the length and nature of Artist's performance(s). A violation of this clause shall entitle Company to refuse to furnish Artist's services but Purchaser shall remain obligated to make all payments herein set forth. Purchaser agrees that there will be no Master of Ceremonies, no welcoming speeches, no introductions, and no ceremonies at intermission except as Company may direct *except for welcoming remarks by Bruce Blakeman + pledge of allegiance to the flag.*

7. REPRODUCTION OF PERFORMANCE

No portion of the performance rendered hereunder may be broadcast, photographed, recorded, filmed, taped, or embodied in any form for any purpose or reproducing such performance without Company's prior written consent. Purchaser will deny entrance to any persons carrying audio or video recording devices without limiting in any way the generality of the foregoing prohibition, it is understood to include members of the audience, press, and Purchaser's staff.

In the event that the Purchaser, his agents, servants, employees, contractors, etc., reproduce or cause to be reproduced the Artist's performance in the form of films, tapes, or any other means of audio or video reproductions, upon demand by Company or Artist, Purchaser shall deliver all the same (together with any and all masters, negatives and other means of reproductions thereof) to Artist at Purchaser's sole cost and expense, in addition to all other legal or equitable remedies which either Company or Artist may have.

8. PERSONAL APPEARANCES AND INTERVIEWS

Purchaser agrees that he will not commit Artist to any personal appearance, interviews or any type of promotion or appearance without Company's and Artist's prior consent. Artist is usually happy to fulfill any reasonable interviews Purchaser deems necessary to promote the show. However, because of Artist's rigorous travel and promotional schedule, it is imperative that requests for interviews, phoners, or photos be made at least 48 hours in

GIN BLOSSOMS

TOUR RIDER 2022
(UPDATED 12/28/2021)

INITIALS

advance. We sincerely regret that Artist will not be available for interviews the day of the show without a written request and it's approval by Artist Mgmt. Please contact Hilary Thoemke at hilary@jensenartist.com for interview requests.

9. PURCHASER ASSUMES LIABILITY

~~Except as otherwise herein specifically provided, Purchaser hereby assumes full liability and responsibility for the payment of any and all cost, expenses, charges, claims, losses, liabilities, and damages related to or based upon the presentation or production of the show or shows in which Artist is to appear hereunder.~~

10. SPONSORSHIP

All forms of sponsorship, whether part of an ongoing series or specifically for Artist's show, must be authorized by Producer.

11. BOX OFFICE PROVISIONS

In cases where the Company is being paid on a percentage basis, Purchaser agrees to deliver to Company a seating plot plan and printer's manifest of the house (notarized, signed statement from the printer of tickets, listing amount of tickets printed at each price). Purchaser further agrees to have on hand at the place of performance the night of the show, for counting and verification by representative of Company, all unsold tickets. Company shall be compensated for the difference between the number of unsold tickets on hand and shown to its representative and the number of tickets printed as shown by the ticket manifest. If Purchaser shall violate any of the preceding provisions of the paragraph, it shall be deemed that Purchaser has sold a ticket for each seat in the house (and any permitted standing room) at the highest ticket price for which the house is scaled. Purchaser further agrees to give Company's representative the right to enter the box office at any time (during and after the performance) and to examine and make extracts from the box office records of Purchaser relating to the gross receipts of this engagement. A written box office statement, certified and signed by Purchaser, will be furnished to Company within one (1) hour following each performance. Purchaser may not sell tickets to performance herein as part of a subscription or other type of series of other concerts without written consent of Company. All tickets printed under the manifest shall be of the one stub, one price variety. There shall be no multiple price tickets printed. Examples of tickets prohibited under this agreement are:

- a) One price for students and a different price for general admissions of the same ticket
- b) One price for tickets bought in advance and a different price for tickets bought at the gate on the same ticket.

~~Further, no tickets can be sold for seats located to the rear of the stage where the stage and equipment on stage is obstructing normal eye-level viewing of Artist's performance, unless the location of the seat is clearly indicated on the ticket. Tickets sold behind bandstand must be marked "impaired view" or "behind bandstand."~~

~~If Purchaser violates the above agreement, he shall be liable for the total amount of tickets sold at the highest price printed on the ticket. All tickets shall be printed by a bonded ticket house (Example - Ticketmaster), or, if the performance is at a college or university, the official printing department of the university or college. Purchaser agrees not to discount tickets or to offer tickets as a premium without first obtaining permission in writing from Company. If Purchaser does sell or distribute discount or complimentary tickets without prior approval, or in excess of the number printed, he shall be liable for the full ticket price of each such ticket sold or distributed.~~

GIN BLOSSOMS

**TOUR RIDER 2022
(UPDATED 12/28/2021)**

INITIALS

12.

COMPLIMENTARY TICKETS AND PASSES*free public concert does not apply!*

Please make available (to the tour manager 4 hours prior to doors opening) Company's allotment of thirty (30) complimentary tickets, the TM will provide passes and have the box office stuff the envelopes. In a reserved seating venue, please have (15) of the Company's guests reserved in the P1 (Premium seating) and (15) Artist guests in the P2 seating area. If this performance is GA seating, please provide multi table seating for 30 persons with a premium site-line of the stage. ~~Purchaser will provide 20 VIP reserved~~

Seats for guests of artist.

The number of complimentary tickets and passes given out by Purchaser including house and media comps must be approved by Company representative prior to day of show and must be fully accounted for during settlement. All photo passes will be provided through Company representative unless otherwise direct by Artist tour manager.

13.

SCALING

Purchaser will clearly print the specific capacity, gross potential, and ticket price breakdown of the facility, where Artist is to perform under this agreement on the face of the contract that this agreement is attached hereto.

In the event Company is to receive a percentage of the gross receipts for this engagement pursuant to the terms hereof, the term "gross receipts" or "gross box office receipts" or similar phrases, shall mean all box office receipts computed on the basis of the full retail ticket price for all tickets sold and in no event less than the full retail ticket price for all tickets sold and in no event less than the full retail ticket price for all persons entering the performance with no deductions of any kind, less only federal, state or local admissions taxes and allowable discounts approved by Company in writing.

14.

FAILURE TO FULFILL OBLIGATIONS

Each one of the terms and conditions of this contract is of the essence of this agreement and necessary for Company's full performance hereunder. In the event Purchaser refuses or neglects to provide any of the items herein stated, and/or fails to make any of the payments as provided herein, Company shall have the right to refuse to perform this contract, shall retain any amounts theretofore paid to Company by Purchaser, and Purchaser shall remain liable to Company for the agreed price herein set forth. In addition, if, on or before the date of any scheduled concert, Purchaser has failed, neglected, or refused to perform any contract with any scheduled performer for any earlier engagement, or if the financial standing or credit of Purchaser has been impaired or is in Company's opinion unsatisfactory, Company shall have the right to cancel this engagement by notice to Purchaser to that effect, and in such event Company shall retain any amount theretofore paid to Company by Purchaser.

15.

MODIFICATION OF CONTRACT*Amendments in red shall become*

It is understood and agreed that this contract may not be changed, modified, or altered, except by an instrument in writing, signed in accordance with the law of the State of Arizona. This contract may not be assigned, or changed, modified, or altered except by an instrument in writing signed by the parties, except that the Company shall have the right at its election to assign this contract or any of its rights hereunder or to delegate any of its obligations hereunder to Artist or Artist's Management. Nothing in this agreement shall require the performance of any act contrary to the law or the rules or regulations of any union, guild, or similar body having jurisdiction over Company or over the performances hereunder. Whenever there is any conflict between any provisions of this contract and any law, or any

part of the agreement.

GIN BLOSSOMS

TOUR RIDER 2022
(UPDATED 12/28/2021)

INITIALS

such rule or regulation of any such union, guild or similar body, such law, rule or regulation shall prevail, and this contract shall be modified to the extent necessary to eliminate such conflict. This is the sole and complete agreement between the parties with respect to the engagement. Nothing in this contract shall be construed to constitute the parties as a partnership or joint venture, and neither company nor Artist shall be liable in whole or in part for any obligation that may be incurred by Purchaser in carrying out any of the provisions hereafter otherwise. Purchaser shall not be deemed to be Company's or Artist's agent.

? 16. INDEMNIFICATION *Nassau County cannot sign any indemnification*
 Purchaser agrees to indemnify and hold harmless Company and its employees (including without limiting Artist and the individual members of Artist), contractors and/or agents, officers and/or directors from and against any claims, costs (including attorney's fees and court costs), expenses, damages, liabilities, loss or judgments arising out of, or in connection with any claim, demand or action made by any third party, if such are sustained as a direct or indirect consequence of the Engagement, Company breach or alleged breach of any of Purchaser's warranties, representation or covenants contained herein.

Purchaser shall also indemnify and hold harmless Artist and its employees, contractors and/or agents from and against any and all loss, damage and/or destruction occurring to its and/or its employees', contractors', or agents' instruments and equipment at the place of the Engagement, including, but not limited to, damage, loss or destruction caused by Act of God.

17. TAXES

Purchaser shall pay and hold Artist and Company harmless of and from any and all taxes, fees, dues, and the like relating to the engagement hereunder and the sums payable to company shall be free of such taxes, fees, dues, and the like.

18. CHOICE OF LAW/FORUM

This agreement shall be deemed made and entered into in the State of *New York* ~~Arizona~~ and shall be governed by all of the laws of such State applicable to agreements wholly to be performed therein. The state and federal courts located in the County of *Maricopa*, in the state of *Arizona*, shall be the courts of jurisdiction, exclusively for every dispute between the parties. *New York*
Nassau

19. ANTICIPATORY BREACH

If on or before the date of any scheduled performance hereunder, the financial standing or credit of Purchaser has been impaired or is unsatisfactory, Company shall have the right to demand payment forthwith of the guaranteed compensation specified above, and if Purchaser fails or refuses to make such payment forthwith, Company shall then have the right to cancel this agreement. In the event of such cancellation, Company shall have no further obligation to Purchaser hereunder, and shall retain any monies therefore paid to Company by Purchaser.

20. INTERNATIONAL TRAVEL

In the event the place of performance is outside the continental limits of the United States, Purchaser agrees to procure, at his sole expense, on behalf of company for each member of Artist and party, the necessary visas, work permits and other documents of any nature whatsoever necessary or usually obtained to enable Artist to render his/her/their services hereunder. Also, Purchaser shall be responsible for, and ~~indemnify and hold~~ Company and Artist

GIN BLOSSOMS

TOUR RIDER 2022
 (UPDATED 12/28/2021)

INITIALS

harmless from and against all income earned by Company or Company's employees while in the country or countries covered by this contract.

21. INSURANCE

~~Purchaser~~ shall provide the following insurance coverage:

Gin

Blossoms

- a) A policy of public liability and property damage insurance in the face amount of not less than One Million Dollars (\$1,000,000.00) per event or Three Million Dollars (\$3,000,000.00) overall to protect against injuries to persons or property as a consequence of the installation and/or operation of the equipment provided by Company or Artist.
- b) ~~A policy of Workman's Compensation Insurance covering all Purchaser's employees who are involved in any manner in the installation, operation, and/or maintenance of the equipment provided by Company and Artist. A Policy of public liability and property damage insurance naming GB Touring Inc. and their officers, agents, and employees, individually and collectively, as additional insured therein in an amount not less than Two Million Dollars (\$2,000,000.00) for each event and Five Million Dollars (\$5,000,000.00) general aggregate.~~

Purchaser shall supply Company with appropriate certificates of insurance showing that all of the above insurance coverage is in full force and effect in the manner and for the amounts as specified above at least two (2) weeks prior to the show date. Purchaser is solely responsible for such complete insurance coverage. Purchaser hereby indemnifies and holds GB Touring Inc., and Merrick Music Group Inc., and each of them, and their respective licensees, employees, agents, officers, directors, and designees free and harmless from and against any and all loss, costs, damage or expenses, including actual attorney's fees incurred or suffered by or on behalf of any third party entity, person, firm or corporation as a result of or in connection with the engagement, which claim does not result directly from the sole negligence of Company, or its employees, licensees, agents and designees. Company warrants that all employees of Company are covered by Workman's Compensation Insurance, a certificate evidencing such coverage to be made available upon request.

22. MERCHANDISING 10% of proceeds going to Nassau County.

Purchaser agrees that Company and/or Company's Artist's representative shall have sole and exclusive right to the sale of souvenir booklets and other merchandise at this performance. Purchaser further warrants that there will be no sale or other distribution of musical recordings (records, tapes, CD's, DAT, video) or any other souvenir material at this performance without the express written permission of Company. Purchaser agrees to provide adequate space for representative of Company to vend such souvenir booklets. The number of stands needed will be designated by Company and must be complied with by the hall. These stands shall be immovable and given proper police security. Purchaser shall provide a lighted area with (3) 4x8 tables. All hall sellers shall be used at the discretion of Company. Company shall have the right to request additional hall sellers if he feels that a sufficient number has not been provided. Merchandising is advanced by Artist's Tour Manager

23. TRANSPORTATION

~~Purchaser will be required to supply (2) vehicles with drivers; (1) 15 passenger van w/ rear seat removed and (1) mini-van, limo, or full-sized SUV to transport the band between their hotel, airport and the venue. The vehicles must be available at all times while company is in town. The Drivers must speak clear English and be familiar with the area.~~

GIN BLOSSOMS

TOUR RIDER 2022
(UPDATED 12/28/2021)

Artist to provide ALL Ground Transportation

INITIALS

Gin Blossoms Tech Rider 2022

Production Manager: Trevor Mellone, 262-955-0357, tmsoundtech@gmail.com

LABOR:

At the time designated for load in and load out, Purchaser will be expected to supply:

- 4 Stage Hands – Separate from audio and lighting techs
- 2 A1s (Including 1 MON Engineer)
- 1 LD
- 1 Runner

AUDIO:

PA: Purchaser will need to provide a class A sound system appropriate for the venue.
(In Order of Preference: D&B, L'Acoustics, JBL, Meyer, Martin. All others will require Production Manager approval) PA must be capable of producing 120 dB C-weighted at FOH

- Prior to artist's scheduled Load In Time, **PA should be tuned, pre-wired, and show ready.** If a headlining show, we will require access to any system processors being used.

FOH CONSOLE: (In order of preference) DiGiCo SD Series, Avid S6L w/ Waves, Avid Profile w/ 5 mix engines, Yamaha Rivage, Yamaha CL5. **Absolutely no M32, X32, PM5D, M7CL.** All other consoles need production manager approval. **FOH console must have separate pre-amps than the monitor console.**

MONITORS:

- A Minimum of 7 Matching Wedges with 6 Mixes (One mix and wedge is for an engineer cue)
- Wedges Preferences: D&B M2 or M4, L'Acoustics X15, JBL VTX M22
- Console must have 16 bus outputs.
 - Since we **will use the purchaser's house monitor engineer**, this console can be the choice of your monitor tech, and it should be the brand they are most skilled at operating. **Monitor engineer MUST be knowledgeable and experienced.**
 - **Depending on the Console we can supply a pre-made file for your engineer. If not, please follow the input and output patch on page 12-13.**

WIRELESS: - Fly Dates Only

- We will need 3 Stereo IEM units with 3 belt-packs.
- Acceptable brands will be Shure PSM 900/1000 or Sennheiser G3/G4

MICS:

All Microphones, DI Boxes, Stands, and Cables need to be supplied as per the attached input list. Any substitutions require Production Manager Approval.

LIGHTING:

Purchaser will need to provide:

Basic Lighting package sufficient for stage size. This includes the following:

- Adequate stage wash and front light
- LED or conventional crowd blinders to light the audience
- Source 4 Leko and B-Sized Gobo Holder

GIN BLOSSOMS

**TOUR RIDER 2022
(UPDATED 12/28/2021)**

INITIALS

STAGE

- Minimum stage size should be: 32ft. wide by 24ft. deep x 4ft. high
 - This does not include the required wing space for monitors and backline
 - Stage must be built and deemed safe for people and gear at least an hour prior to Artist's scheduled load-in time.
 - Stage level to grid shall be a minimum height of 20ft.
 - Monitors wing – Minimum 8'x8' space on either stage left or stage right. Must have sight lines to the band and easy access to the stage.
 - Guitar/Backline wing – Minimum 8'x8' space on stage left. Must have sight lines to the band and easy access to the stage.
 - Wings and stage **must be covered** if outdoors.
 - 8' x 8' x 1' Drum Riser on wheels.
-
- Any VIP reserved seating area must be kept to one side and allow the paying audience to reach the stage.
 - Please reserve an area for the sound and lighting consoles that is on the orchestra (floor) level and is not under balconies.
 - In a seated venue: plan on this area killing 2 rows of 25 seats each.
 - In an arena or outdoor type venue: (1) One 8 X 12 X 2' high riser placed no more than 75' from the downstage edge
 - A security barricade in front of stage, if one is required by law, should be a low profile design and as inconspicuous as possible, and **should allow the performers to reach audience if desired.**

PRODUCTION OFFICE: *Backstage Room will be provided for as*

Company will require a room at stage level to be used as our production office. Said room must have:

- Ample AC power available and access to a photocopy machine.
- Wireless High Speed Internet or 2 DSL lines.
- This office should be reasonably furnished w at least 1 6-foot table
- ~~1 Dr. Evil style swivel chair~~

*Production Office.***PARKING:**

Purchaser must provide secure parking for: (1) tour bus with trailer (65 total feet in length). Also, expect that opening act needs space for a bus or van with trailer.

POWER:

Shore power for (1) bus.

GIN BLOSSOMS

TOUR RIDER 2022
(UPDATED 12/28/2021)

INITIALS

SECURITY:

- Purchaser must provide ~~enough~~ security and insure against all loss of musical and electronic equipment, road cases, personal property of band and crew in the dressing rooms, backstage area, on stage, and in the bus and truck parking area.
- At all times when Gin Blossoms are at the venue: ~~T-shirt security personnel~~ **personnel** are needed at the backstage entrance, at dressing room entrance and at the side of stage when the band is on stage.
- Security must be provided in the dressing room area from load-in to load-out. Please have the head of security available to meet with the Tour Manager, regarding deployment, 75 minutes prior to the opening of the doors.
- ~~When the doors open to the audience:~~ T-shirt security is also needed at the sound and lighting mix positions. ~~Please do not have uniformed security in front of or on the side of the stage.~~
- ~~It is essential to provide armed, uniform security in the area of Company's trucks and buses, until load-out is completed.~~

SOUND CHECK:

- Artist's sound check is very important and normally requires one hour. Sound check must be completed to the satisfaction of the Company, Artist, and technical staff before the band leaves the stage and doors are open. ~~Only working personnel with credentials will be allowed in the hall at this time.~~ **Open theatre**
- Although it is Company policy to allow the support act ample time for sound check, Company reserves the right to sound check until doors, or even hold doors, if Company has any unexpected technical difficulties.

DRESSING ROOMS (2):

The dressing rooms shall be well lit, clean, dry, and provide independent heating and air conditioning controls.
***Please note that these dressing rooms shall be thoroughly cleaned and disinfected prior to group's arrival.**

One large room (with hospitality placed at a time per advance) for Artists with:

- Clean bathroom with hot and cold running water ~~Shower~~
- Soap and towels
- Electrical outlets
- Full length mirror
- Clothes hangers

***Are soap + towels necessary if there is no shower?**

One additional large room with: Same as above, plus comfortable chair with table, private bath

****This room will be used as a crew/tuning room****

If 2 Dressing Rooms are not available, 2 RV's may be substituted. No Construction trailers.

***Please keep the support act's dressing room(s) in a different area or on a different floor than Gin Blossoms.**

****CLEAN SHOWERS SHALL BE AVAILABLE WITH HOT WATER FROM RIGGING CALL UNTIL ONE HOUR AFTER LOAD OUT****

Please Have 10 clean bath towels and soap available for (10 persons) after performance.

GIN BLOSSOMS

TOUR RIDER 2022
 (UPDATED 12/28/2021)

INITIALS

GIN BLOSSOMS

INPUT LIST - 2022

CH	NAME	MIC/DI	STAND	+48v	LOCATION
1	KICK IN	Shure Beta 91A	-	X	Drums
2	KICK OUT	Audix D6	Short Boom		Drums
3	SNARE TOP	Shure SM57	Short Boom		Drums
4	SNARE BOT	Shure SM57	Short Boom		Drums
5	HAT	Shure SM81	-	X	Drums
6	RACK	Senn. e904	-		Drums
7	FLOOR	Senn. e904	-		Drums
8	RIDE	Shure SM81	-	X	Drums
9	OH SR	Shure SM81	-	X	Drums
10	OH SL	Shure SM81	-	X	Drums
11	OCTOBAN LO	Shure SM57	-		Drums
12	OCTOBAN HI	Shure SM57	-		Drums
13	ROTO TOM	Shure SM57	-		Drums
14	BASS DI	Radial J48	-	X	SL of Drum Riser
15	BASS MIC	Senn. MD421	Short Boom		SL of Drum Riser
16	JESSE AGT	Radial JDI	-		DSR
17	SR EGT 1	Shure SM57	-		SR
18	SR EGT 2	Shure SM57	-		SR
19	SL EGT 1	Shure SM57	-		SL
20	SL EGT 2	Shure SM57	-		SL
21	ROBIN AGT	XLR	-		DS of Drum Riser
22	JESSE VOX	XLR	Tall Boom		DSR
23	ROBIN VOX	XLR	Round Base		DSC - Wireless
24	SPARE	Shure SM58	-		DSC
25	KICK TRIG	XLR	-		Drums
26	SNARE TRIG	XLR	-		Drums
27	RACK TRIG	XLR	-		Drums
28	FLOOR TRIG	XLR	-		Drums
29	MC	Shure SM58	Tall Boom		SL
30	MON TB	Switched Mic	-		Local MON
31	HOUSE L	XLR	-		Local FOH
32	HOUSE R	XLR	-		Local FOH

GIN BLOSSOMS

TOUR RIDER 2022
(UPDATED 12/28/2021)

INITIALS

GIN BLOSSOMS

OUTPUT LIST – 2022

MONITOR OUTPUTS			
BUS	NAME	TYPE	LOCATION
1	GUITAR FILL	WEDGE	SR
2	JESSE WEDGE	WEDGE PAIR	SR
3	ROBIN WEDGE	WEDGE	SRC
4	SLC WEDGE	WEDGE	SLC
5	SL WEDGE	WEDGE	SL
6	DRUM SUB	SUB	DRUMS
7	DRUM IEM	WIRED IEM	DRUMS
8			
9	LEAD IEM	WIRELESS IEM	SRC
10			
11	GUITAR IEM	WIRELESS IEM	SL
12			
13	TECH IEM	WIRELESS IEM	-
14			
15	-	-	-
16	VOX VERB	FX	-

FOH OUTPUTS		
OUTPUT	MIX	NAME
1	Matrix 1	LEFT
2	Matrix 2	RIGHT
3	Matrix 3	SUB
4	Matrix 4	FILL
5	Matrix 5	SMAART
6	Matrix 6	DELAY
7	Matrix 7	RECORD L
8	Matrix 8	RECORD R

GIN BLOSSOMS
 TOUR RIDER 2022
 (UPDATED 12/28/2021)

INITIALS



GIN BLOSSOMS

BACKLINE – 2022

Unless otherwise noted, please provide the following backline. Any substitutions need to be approved by the Production Manager.

Drums - Scott Hessel

1st choice is Tama drums, 2nd Gretsch, 3rd, Yamaha
1 x 22"x16" Bass Drum
1 x 9"x12" Rack Tom
1 x 16"x16" Floor Tom (with legs)
2 x 6.5"x14" Snare Drums (metal preferred)

Drum Hardware:

4 x Boom Cymbal Stands
1 x Hi Hat Stand (please avoid 2 legs)
2 x Snare Drum Stands
2 x Iron Cobra Bass Drum Pedals (or Comparable)
1 x Heavy Duty Throne

Drumheads: Aquarian

Coated Force Ten on Toms
Hi Velocity (coated) on Snares
Super kick 10 on Bass Drum
Second Choice: Remo Emperors, Coated

Cymbals: Paiste

1 x 14" Hi Hats
1 x 17" Crash
1 x 18" Crash
1 x 19" Crash
1 x 22" Ride

In Order of Preference: Paiste Masters, Paiste Formula 602, Paiste Big Beat, Zildjian K Customs (only if Paiste is not available)

Drum Shields:

One 2 panel drum shield for the SL side of the drums and one 3 panel drum shield for the SR side of the drums. If drum shields cannot be split, please provide two 5 panel shields and we will fold in the extra panels.

VERY IMPORTANT: Please provide 6 sandbags to secure the shields against the riser.

GIN BLOSSOMS
TOUR RIDER 2022
(UPDATED 12/28/2021)

INITIALS

GIN BLOSSOMS

BACKLINE (Continued) – 2022

Stage Right Guitar - Jesse

1x Fender Twin Reverb
1x Fender Deluxe Reverb
1x Fender Stratocaster (American Made)

Stage Left Guitar - Scotty

1 x Vox AC30
1 x Fender Deluxe Reverb
1 x Baffle/Shield for Guitar Amp – MUST HAVE
1 x Fender Telecaster

Lead Vox/Acoustic - Robin

1 x Taylor or comparable acoustic guitar

Bass - Bill

1 x SVT Classic Amp Head
1 x SVT 8x10 Cabinet
1 x Fender J Bass

Miscellaneous:

3 x Blower Fans
4 x Hercules guitar stands
1 x Guitar Boat (Eight space) – Minimum of 8 spaces needed, please provide 2 if only 6 space

Rugs:

Five 6'x8' Rugs. One for SR Guitar, One for Center Vocal, One for Bass, One for SL Guitar, One for Drums.

Note: Please provide guitar straps with strap locks for each of the guitars

GIN BLOSSOMS

**TOUR RIDER 2022
(UPDATED 12/28/2021)**

INITIALS

Gin Blossoms

Lighting Notes – 2022

- **Spotlights:**
No Spotlights needed.
- **Overhead Lights/Downstage Truss:**
No Red washes or Red looks please.
The downstage truss lights used to light up the band should be dim as well. We don't want the band to be blinded by overhead lights or spots.
- **In Between Songs / Pre-Show Look:**
No blackouts please. Dim blue look is preferable in between songs and pre-show/walk on.
- **Specials:**
No strobes or heavy fog please. Light haze is fine.
Please use blinders to light up crowd during crowd interaction.
- **Leko:**
We need 1 leko with a size B gobo holder. We carry a size B gobo with the band logo on it. We typically project it on the upstage wall or curtain. Light can be secured to flown rig or on a pipe with base and sandbags placed behind drum riser. Lens should be appropriate for the throw distance of the light.

STAGE POSITIONS:

Please reference stage plot (Page 13)

Jesse (SR Gtr) – He is stationary at his monitor wedges most of the time, but he will move to the SR downstage edge for solos.

Robin (Lead Voc) – He is at his center stage monitor wedge for parts of the show, but he is all over the stage for most of the show. He will also jump off of the downstage edge to interact with the audience.

Bill (Bass Gtr SL of Center) – He stays 3 to 4 feet upstage of his monitor wedges.

Scotty (SL Gtr) – He usually stays 3 to 4 feet upstage of his monitor wedge, but will move downstage for solos occasionally.

Scott (Drums) – Stationary. 8x8 drum riser lives 8 feet upstage of lead singer position, and 1.5 feet SR of Center.

GIN BLOSSOMS

TOUR RIDER 2022
(UPDATED 12/28/2021)

INITIALS

GIN BLOSSOMS HOSPITALITY RIDER

Tour Manager: Scott Dunn - Scott@therelay.group

Please confirm rider with TM prior to show and follow up 48 hours prior to confirm.
Please do not pre-buy until speaking with TM

STAFFING

- One (1) dedicated hospitality attendant. Must be able to be at venue from load-in until after show food is delivered. Must have working and charged cell phone with text message functionality.
- ~~One (1) dedicated day-of show runner. Different from hospitality attendant. Must have working and charged cell phone with text message functionality, access to a 15-passenger van and working knowledge of the venue area.~~
- One (1) dedicated merchandise person. Must be at the venue 2 hours prior to doors, familiar with proper money handled procedures and ability to use a Square CC capture device. *With 10% of proceeds going to Nassau County*

DRESSING ROOMS

Two (2) independent spaces are requested. If this is not possible, please work with TM on a workable alternative.

The dressing rooms must be well lit, clean, dry with temperature controls.

Please ensure the dressing rooms are clean and ready for the group's arrival (including emptying the trashcans from set up).

Room 1: Production Office

- Table w/ 2-3 chairs.
- Electrical outlet with power strip
- Access to restrooms

Room 2: Dressing Room

- Access to private, clean bathroom with hot and cold running water.
- Soap and hand towels
- Full-length mirror, electrical outlets with power strip, and clothes hangers.
- Comfortable seating for fifteen people.
- Working highspeed Wi-Fi (if password is necessary, please post in multiple spaces)
- Small cooler (for stage drinks)
- ~~If there are working showers on-site, please have 12 (twelve) bath towels available.~~
- ~~If working washer and dryer are on-site, please alert TM.~~

GIN BLOSSOMS

TOUR RIDER 2022
(UPDATED 12/28/2021)

INITIALS

OUTDOOR SHOWS *Dressing Room back stage available.*

- Preference: 2 large RVs
- Please no tents

- Must have AC, running water and working restroom
- Please remember: 8 people, guitars & hospitality items all must fit into these RV's. For this reason, we request no smaller RV's, unless there are two (2) or more. Please speak to TM in these instances, we will work with you as much as possible.

As possible, please keep any support acts who are not part of the tour in a different area from the touring acts.

CATERING

Lunch and Dinner for ten (10) band and crew. A cash buyout (\$40 per person) can be substituted for cooked meals. Please confirm with TM during advance.

LUNCH 1-3

- Assorted sandwiches, soups, salads, chips etc.
- Variety of beverages

DINNER 5-8

Meal should include:

- One (1) Vegetarian entree
- Beef or chicken entrée
- Salad with dressings
- Sides (rice or potatoes, vegetable, etc.)
- Desserts
- Variety of beverages.

Please ensure proper plates, napkins, utensils, cups & condiments are available

DRESSING ROOM HOSPITALITY

Please have Dressing Room hospitality set-up at load in time.

Please continually check ice and trash levels and act as needed.

Please provide:

- Necessary cups, hot cups, plates, bowls, bottle openers, shot glass (to measure drinks), napkins & utensils.
- One sharp knife with cutting board.
- Lined trashcan
- Antibacterial hand soap and hand sanitizer.

STAGE TOWELS *Please confirm*

12 (12) Large, clean bath towels

One dozen (12) freshly laundered BLACK hand towels.

PLEASE No white towels or bath towels for the stage. Black towels are what we really need. Thank you.

GIN BLOSSOMS

TOUR RIDER 2022

(UPDATED 12/28/2021)

INITIALS

GROCERY LIST**WATER:**

Dressing room:

- Three (3) cases bottled spring water: One (1) iced down; Two (2) room temp

Stage:

- One (1) case of bottled water for stage

Please deliver stage water, small cooler and black hand towels to TM in production office.

ICE:

Please replenish as needed.

Please have separate container with drinking ice (ice for drinks) and check and replenish often.

Check with TM regarding ice for bus

ALCOHOL: GOVERNMENT Venue cannot provide

- ~~One (1) large bottle Kettle One. (2nd choice is Tito's. No Absolute or other brands please.)~~
- One (1) large bottle Rye Whiskey (1st Angels Envy, 2nd Basil Hayden, 3rd Jeffersons)
- One¹ bottle Cazadores Blanco Tequila or 1800 Blanco Tequila
- One (1) 12-pack of Peroni
- One (1) 12-pack of local beer (lagers, ales)
- ~~One (1) 6-pack of IPA~~

~~MIXER FOR~~ DRINKS:

- Six (6) small bottles of Schweppes Club Soda (please place with vodka in dressing room)
- Six (6) Small Bottles of Schweppes or Canada Dry Ginger Ale
- Six Pellegrino or Perrier Sparkling Waters

OTHER DRINKS:

- Three (3)-20 Oz plastic bottles of Coke
- Three (3)-20 OZ plastic bottles of Sprite
- One quart Fresh Squeezed Orange Juice
- Six (6) bottles of Core Power or Muscle Milk (vanilla). **THIS IS VERY IMPORTANT!**

If bottles cannot be provided or Muscle Milk is unavailable, please discuss with TM during the advance.

COFFEE/TEA:

Please confirm with TM prior to show for coffee needs

- Hot water kettle for tea o Assortment of tea, including chamomile
- Coffee pot
 - o If Keurig, please supply Dunkin Original K-cups and Starbucks Italian Roast
 - o If not Keurig please supply filters and one (1) bag Starbucks Bold or Extra Bold or Dunkin Donuts Original.
- Hot cups with lids
- Sweeteners, creamers, half & half and vanilla creamer

DELI/FRUIT/VEGGIES (does not substitute for lunch)

In lieu of a meat deli tray, please provide the following **IN DELI BAGS:**

- ½ lbs of sliced deli ham
- ½ lbs sliced turkey
- ½ lbs sliced roast beef

Variety of sliced cheeses in DELI BAGS (provolone, gouda, Swiss etc.)

Fruit: (6) bananas. One small box blueberries

For snacking on sandwiches: loaf of white bread, loaf of wheat bread, lettuce, tomato, mayo, mustard, salt, pepper

Jar of Dill Pickle Stackers.

SMALL assorted Veggie Tray including items such as carrots, celery, peppers, cauliflower with dip and/or hummus.

*N.C will not provide Bus Stock.
Is this bus stock? + necessary?*

SNACKS

- One (1) can mixed nuts or trail mix
- Four (4) bars of RX energy bars (please no chocolate), or Cliff (2nd choice)
- One (1) bag of Tostitos tortilla chips
- One (1) bag of Lays potato chips
- One (1) jar of Mild Pace Picante sauce or local favorite
- One (1) jar of cheese dip
- One (1) small container of sour cream (VERY IMPORTANT)
- One (1) pack Orbit gum
- One (1) small bottle of mint mouthwash (green)
- One (1) bag Pepperidge Farms Double Dark Chocolate Milano Cookies
- Six (6) non-fat fruit flavored Greek yogurt (Chobani or similar)

All above drinks and Fruit/Veggie/Deli items should be iced down at load in and replenished as needed or at doors and showtime.

AFTER SHOW FOOD

Please provide the following for AFTER SHOW.

- 1 (One) large pepperoni & sausage-Thin Crust
- 1 (One) large cheese pizza-Thin Crust, with crushed parm and red pepper packets.
- 12 (Twelve) Wings – Buffalo Mild, Ranch & BBQ dipping sauce
- Extra plates and napkins

Food should be delivered to dressing room at the end of the show, hot and ready.
Please work with TM to confirm time.

Preference for local favorite pizza shop, no Dominos-type shops please. If there are other options available at your venue, please discuss with TM during advance.

We are committed to a great show at your venue and are looking forward to working with your team. It's always our goal to be easy and enjoyable to work with.

If specifications in this rider are problematic for your venue, please discuss with Scott to find a workable solution, as we are sure there is one!

ACCEPTED AND AGREED BY PURCHASER:

X _____ Date: _____

ARTIST'S REPRESENTATIVE:

X  _____ Date: _____

Chad Jensen / Manager

For services of GB Touring, Inc

NASSAU COUNTY ADDITIONAL TERMS AND CONDITIONS IN CONNECTION WITH A SERVICES CONTRACT BETWEEN GB TOURING INC AND THE COUNTY OF NASSAU

The Parties hereto agree to the following additional terms and conditions in connection with the entry of the Parties into a Services Contract (the "Master Services Contract") pursuant to which GB Touring Inc. will furnish the services of the artist professionally known as Gin Blossoms to perform a music concert at Harry Chapin Lakeside Theatre at Eisenhower Park. References herein to "Contractor" shall refer to GB Touring Inc., having its principal office at

530 Wilshire Blvd Suite 308
Santa Monica, CA 90401
MAS
8-1-22

References herein to "County" shall refer to County of Nassau, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501. References herein to "Department" shall refer to the Nassau County Department of Parks, Recreation & Museums. References herein to "Contract" shall refer to the terms and conditions contained herein, including the attached Appendices EE and L. References herein to "Parties" shall refer to the Contractor and County collectively, or "Party" shall refer to either one individually. If there are any inconsistencies between the terms of this Contract and the terms of the Master Services Contract, the terms of this Contract shall control.

1. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's services performed pursuant to the Master Services Contract shall not exceed the sum of Forty Thousand Dollars (\$40,000.00) (the "Maximum Amount"), which shall be payable in accordance with the terms of the Master Services Contract.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with the Master Services Contract and this Contract, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) No Duplication of Payments. Payments under the Master Services Contract shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of the Master Services Contract or this Contract expressly states otherwise, payments to the Contractor following the termination of the Master Services Contract shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by the Master Services Contract to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

2. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Contract the word "Person" means any individual person, entity (including partnerships, corporations and

limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

3. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

4. Assignment; Amendment; Waiver; Subcontracting. The Master Services Contract and the rights and obligations thereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a Party to assert any of its rights under the Master Services Contract or this Contract, including the right to demand strict performance, shall not constitute a waiver of such rights.

5. Compliance with Law. (a) Generally. The Contractor shall comply and shall cause all Contractor Agents to comply with any and all applicable Federal, State and local Laws, including, but not limited to, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination, disclosure of information and vendor registration in connection with its performance under the Master Services Contract. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol. As used in this Contract the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of the Master Services Contract, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate the Master Services Contract as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Contract as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The Parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of the Master Services Contract remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Master Services

Contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to the Master Services Contract or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Master Services Contract.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Master Services Contract. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Master Services Contract.

(f) Vendor Code of Ethics. By executing the Master Services Contract, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under the Master Services Contract;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of the Master Services Contract, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under the Master Services Contract; and
- (vi) The Contractor has obtained the certifications required by the Vendor

Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under the Master Services Contract.

(g) Screening. Contractor shall be responsible for the recruitment and screening of appropriate personnel and verification of credentials, references, and suitability for working with the public, including minors. In addition, Contractor shall check each prospective personnel and volunteer against the Statewide Sexual Offenders Registry. Contractor agrees not to hire or retain any personnel who have not completely and truthfully reported information concerning their criminal convictions; whose criminal convictions record directly bears on their fitness to work with or in close proximity to the public, including minors, or whose employment would involve an unreasonable risk to the safety or welfare of the public, including minors, subject to and consistent with Article 23-A of the New York State Correction Law; or who have been the subject of an indicated child abuse and maltreatment report on file with the New York State Central Register of Child Abuse and Maltreatment, or are the subject of an ongoing investigation pursuant to a child abuse and maltreatment report on file with the New York State Central Register of Child Abuse and Maltreatment.

6. Indemnification. (a) Generally. Each Party shall be solely responsible for and shall indemnify and hold harmless the other Party and their respective officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, settlements, losses, costs, damages, and expenses (including, without limitation, attorneys' fees, expert fees, and disbursements ("Losses"), directly arising out of the breach of the Master Services Contract or this Contract, negligence, or willful misconduct of the indemnifying party.

(b) Defense. The indemnifying party shall, upon the appropriate demand and at the direction of the Indemnified Parties, promptly and diligently defend, at the indemnifying party's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the indemnifying party is responsible under this Section, and, further to the indemnifying party's indemnification obligations, the indemnifying party shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Cooperation. Each Party shall, and shall cause their respective Agents to, cooperate with each other in connection with the investigation, defense or prosecution of any action, suit or Contractor agrees to indemnify, defend and hold harmless County and its directors, officers, employees, agents, successors and assigns from and against any and all claims, penalties, liabilities, losses, damages, suits, settlements, judgments or costs, including reasonable attorneys' fees, which may directly arise out of the criminal/willful misconduct, fraud, or negligent acts or omissions of the Contractor or its officers, employees, subcontractors or agents.

(d) Survival. The provisions of this Section shall survive the termination of the Master Services Contract.

7. Insurance. The Contractor represents that it maintains the following insurance coverages: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage; (ii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law; and (iii) such additional insurance as the County may from time to time specify. The Contractor shall provide copies of current certificates of insurance evidencing the insurance coverage required by this Contract upon request of the

County. The County represents that it is self-insured.

8. Accounting Procedures; Records. The Contractor represents that it will maintain and retain, for a period of six (6) years following the later of termination of or final payment under the Master Services Contract records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under the Master Services Contract. Records shall be maintained in accordance with applicable law and shall be reasonably available to the County and any County designated representative for audit and inspection.

9. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars (\$533.00) for the processing of this Contract pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing of the Master Services Contract.

10. Miscellaneous. (a) The Contractor grants the Department a limited, non-exclusive, license to use the Artist's name, image and Trademark (as hereinafter defined) in connection with advertising, promotion and/or publicity for the performance. Without the prior written approval by the Department, the County and Department's Trademark shall not be used in connection with the Contractor's own promotion and advertisement of the performance. For this Contract, the term "Trademark" shall include name, trade names, service marks, logos, symbols, design image, seals, flag and symbols.

(b) Each Party will bear the cost of its own development, production, promotion and distribution of their respective promotional materials. Each Party warrants that their respective promotional materials will be of high standard, style, appearance and quality so as not to reflect adversely upon the good names of the parties.

(c) The Contractor acknowledges that the County has an existing concession agreement with the Dover Group covering the sale of food and beverages, entertainment, and equipment rentals. The Contractor agrees to follow direction from the Department to ensure Contractor does not interfere with such agreement.

(d) The Contractor represents and warrants that it is the authorized agent for the Artist and has the authority to enter into the Master Services Contract on the behalf of the Artist and agrees that as the authorized agent, by executing the Master Services Contract together with this Contract, the Contractor shall be bound by the terms and conditions contained in the herein. The Contractor further acknowledges and agrees for the purposes of undertaking the Master Services Contract each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Contractor.

11. Executory Clause. The County shall have no liability under the referenced Master Services Contract (including any extension or other modification of the Master Services Contract) unless (i) all County approvals and other identified governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) the Master Services Contract, together with this Contract, has been approved by the Nassau County Executive.

[Remainder of Page Intentionally Left Blank.]

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when

made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be

served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a

County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

_____ (Name)

_____ (Address)

_____ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of the Master Services Contract, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor _____ has _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _____ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

-
-
5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated

Signature of Chief Executive Officer

Name of Chief Executive Officer

Sworn to before me this

_____ day of _____, 20__.

Notary Public



Nassau County Interim Finance Authority

Contract Approval Request Form

(As of March 2017)

1. Vendor: GB Touring, Inc.

2. Dollar amount requiring NIFA approval: \$ 40,000.00

Amount to be encumbered: \$ 40,000.00

This is a ☒ New Contract ☐ Advisement ☐ Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 8/1/22-12/31/22

Has work or services on this contract commenced? ☐ Yes ☒ No

If yes, please explain: _____

4. Funding Source:

<input type="checkbox"/> General Fund (GEN)	<input type="checkbox"/> Grant Fund (GRT)
<input type="checkbox"/> Capital Improvement Fund (CAP)	Federal % <input type="checkbox"/>
<input checked="" type="checkbox"/> Other	State % <input type="checkbox"/>
	County % <input type="checkbox"/>

Is the cash available for the full amount of the contract? ☒ Yes ☐ No
If not, will it require a future borrowing? ☐ Yes ☒ No

Has the County Legislature approved the borrowing? ☐ Yes ☒ No

Has NIFA approved the borrowing for this contract? ☐ Yes ☒ No

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The Performer is hereby retained to perform one (1) live musical performance by Gin Blossoms on Saturday August 27, 2022 from 8:00pm to 10:00pm at the Lakeside Theatre, Eisenhower Park. The maximum amount to be paid to the Performer as consideration for the services under this Agreement is \$40,000.00. The County is unable to provide these highly skilled and specialized services, including, but not limited to a performance by the original group the Gin Blossoms, which cannot be evaluated through a competitive bid process.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Nassau County Committee and/or Legislature	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature

Title

Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

☐ I certify that the bonding for this contract has been approved by NIFA.

☐ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Signature

Title

Date

Print Name

NIFA

Amount being approved by NIFA: _____

NIFA approves this contract/amendment, but no time charges shall be recognized or paid for services rendered prior to the later of (1) the date of NIFA approval; and (2) the date when the contract/amendment has been fully executed by all parties.

Signature

Title

Date

Print Name

NOTE: All contract submissions **MUST** include the County's own routing slip, relevant Nassau County Legislature communication documents and relevant supplemental information as specified in the NIFA Contract Guidelines that pertain to the items requested herein.

NIFA Contract Approval Request Form **MUST** be filled out in its entirety before being submitted to NIFA for review. NIFA reserves the right to request additional information as needed.

Elaine Phillips
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: GB TOURING, INC.

CONTRACTOR ADDRESS: 530 Wilshire Blvd. Suite 308 Santa Monica, CA 90401

FEDERAL TAX ID #: 300062481

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☒ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☒ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

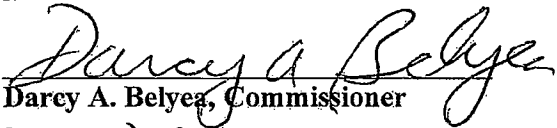
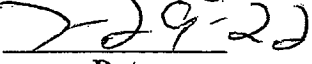
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☒ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.


Darcy A. Belyea, Commissioner

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

BRUCE A. BLAKEMAN
County Executive



DARCY A. BELYEA
Commissioner

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov/parks

To: Robert Cleary, Chief Procurement Officer

From: Darcy A. Belyea *DAB*
Commissioner, Department of Parks, Recreation and Museums

Date: July 29, 2022

Re: Sole Source Justification – GB TOURING, INC.
furnishing the services of the original artist professionally known as the GIN BLOSSOMS

It is the intention of the Department to issue a contract for services with **GB TOURING, INC.**, located at 530 Wilshire Blvd. Suite 308 Santa Monica, CA 90401, who will furnish the services of the original artist, the Gin Blossoms (a popular original band in the 90's) which ties into the themes of the 2022 summer concert series and will enrich the Departments offerings to the public in musical performances for the entertainment of residents of Nassau County at Eisenhower Park's Lakeside Theatre.

The County is unable to provide these highly skilled and specialized services, including but not limited to a performance by the original group the Gin Blossoms, which cannot be evaluated through a competitive bid process.

The maximum annual amount of the contract will be \$40,000.00 paid through the Hotel/Motel Tax Fund for a term of one year for one performance.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES ☐ NO ☒ If yes, to what campaign committee?

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:

Dated: 7-29-2022

Vendor: GBTouingline

Title: Bus. Mgr.

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 7-29-2022

1) Proposer's Legal Name: GB Touring Inc

2) Address of Place of Business: 530 Wilshire Blvd #308

3) City: Santa Monica State: CA Zip Code: 90401

4) Mailing Address (if different): _____

City: _____ State: _____ Zip Code: _____

Phone: 310-458-0080

Does the business own or rent its facilities? N/A If other, please provide details: _____

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: 30-0062481

6) The proposer is a: touring band/musician (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? .
YES ☐ NO ☒ If yes, please provide details: _____

3 D's Empowerment Circle, LLC

8) Does this business control one or more other businesses?
YES ☐ NO ☒ If yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES ☐ NO ☒ If yes, please provide details: _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable

federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

NO CONFLICT EXISTS

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

3-20-2002

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

See below

iii) Name, address and position of all officers and directors of the company. If none, explain.

See below

iv) State of incorporation (if applicable);

AZ

v) The number of employees in the firm;

4

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

Jesse Valenzuela 7025 E Chaparral Rd Scottsdale AZ
Robin Wilson 261 Cornwell Ave Valley Stream NY
Bill Leen 5750 Cactus Wren Apache Junction AZ
Scott Johnson 3838 Monterosa St Phoenix AZ

B. Indicate number of years in business.

20

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

20 year track record of successful recording + touring

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company State of New Jersey Gaming Division
Contact Person _____
Address _____
City Atlantic City State NJ
Telephone _____
Fax # _____
E-Mail Address _____

Company Seminole Tribe of Florida dba Seminole Gaming
Contact Person _____
Address _____
City _____ State FLORIDA
Telephone _____
Fax # _____
E-Mail Address _____

Company William Morris Endeavor
Contact Person Tom Wulff
Address 9601 Wilshire Blvd
City Los Angeles State CA
Telephone _____
Fax # _____
E-Mail Address _____

I, GBTOURING INC, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, GBTOURING INC, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

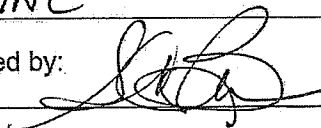
CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business:

GBTOURING INC

Electronically signed and certified at the date and time indicated by:



BUSINESS MGR.

Title

7-29-2022

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: GBTouringInc
 Address: 5700 Wilshire Blvd #308
 City: Santa Monica State: CA Zip Code: 90401

2. Entity's Vendor Identification Number: _____

3. Type of Business: music/band (specify) _____

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
Jesse Valenzuela Robin Wilson D Scott Johnson

See attached file(s):
 YES ☐ NO ☐

Bill Leen

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
 If none, explain Same as above

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

N/A

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a

signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Print Name:

SCBROWN

Title:

Business Manager

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Jesse Valenzuela
Date of birth: 5-22-1962
Home address: 7025 E Chaparral Rd
City: Scottsdale State: AZ Zip Code: _____
Business Address: 530 Wilshire Blvd #308
City: Santa Monica State: CA Zip Code: 90401
Telephone: 310-458-0080
Other present address(es): _____ State: _____ Zip Code: _____
City: _____
Telephone: _____
List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	<input checked="" type="checkbox"/>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.

25%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

- 9.
- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, SCBROWN ON BEHALF OF JESSE VALENZUELA, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

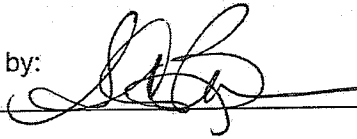
I, SCBROWN ON BEHALF OF JESSE VALENZUELA certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

GBTOURING INC
Name of submitting business

Signed and certified on the date indicated by:



BUS Mgr
Title

7-29-2022
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Robin Wilson
Date of birth: 7-12-1965
Home address: 2101 Cornwell Ave State: NY Zip Code: 11580
City: Valley Stream
Business Address: 530 Wilshire Blvd #208 State: CA Zip Code: 90401
City: Santa Monica
Telephone: 310-458-0080
Other present address(es): _____ State: _____ Zip Code: _____
City: _____
Telephone: _____
List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<input checked="" type="checkbox"/>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

25%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

- 9.
- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, SCBROWN ON BEHALF OF ROBIN WILSON hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

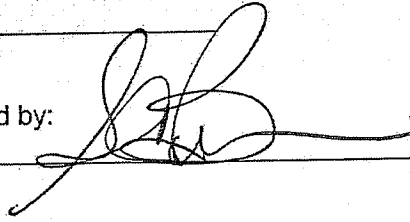
I, SCBROWN ON BEHALF OF ROBIN WILSON certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

GB TOURING INC
Name of submitting business

Signed and certified on the date indicated by:



BUS MGR
Title

7-29-2022
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Bill Leen
Date of birth: 3-1-62
Home address: 5750 E Cactus Wren State: AZ Zip Code: 85119
City: Apache Junction
Business Address: 530 Wilshire Blvd # 308 State: CA Zip Code: 90401
City: Santa Monica
Telephone: 310-458-0080
Other present address(es): _____ State: _____ Zip Code: _____
City: _____
Telephone: _____
List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<input checked="" type="checkbox"/>		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

25810

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

 - Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

 - Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

 - Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

- 9.
- Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

 - Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

 - Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

 - In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

 - In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, SCBROWN ON BEHALF OF BILL LEEN, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

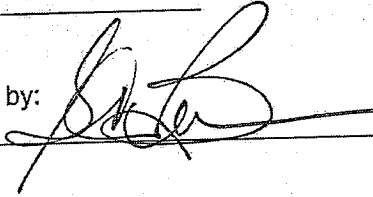
I, SCBROWN ON BEHALF OF BILL LEEN, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

AB TOURING INC
Name of submitting business

Signed and certified on the date indicated by:



BUS MGR
Title

7/29/2022
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: D Scott Johnson
Date of birth: 10-1-1962
Home address: 3838 E MONTEROSA ST State: AZ Zip Code: 85018
City: PHOENIX
Business Address: 770 WILSHIRE BLVD #308 State: CA Zip Code: 90401
City: SANTA MONICA
Telephone: 310-458-0080
Other present address(es): _____ State: _____ Zip Code: _____
City: _____
Telephone: _____
List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	<input checked="" type="checkbox"/>	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.
25%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

 - Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

 - Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

 - Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

- 9.
- Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

 - Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

 - Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

 - In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

 - In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, SCBROWN ON BEHALF OF D SCOTT JOHNSON acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

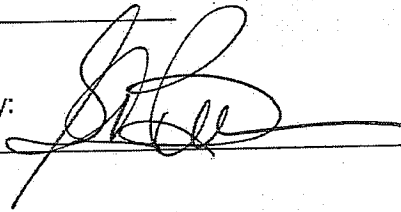
I, SCBROWN ON BEHALF OF D SCOTT JOHNSON certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

GB TOURING INC
Name of submitting business

Signed and certified on the date indicated by:



BUS MGR
Title

7-29-2022
Date



GBTOURI-01

CSCHWARZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0B29370 Edgewood Partners Insurance Center 21650 Oxnard St., Suite 2350 Woodland Hills, CA 91367		CONTACT NAME: Keli Tomack PHONE (A/C, No, Ext): (818) 815-2682 FAX (A/C, No): (818) 815-2683 E-MAIL ADDRESS: keli.tomack@epicbrokers.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: New York Marine and General Insurance Company	
		INSURER B: General Star National Ins Co.	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Event			PK202200012126	4/19/2022	4/19/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PK202200012126	4/19/2022	4/19/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NUG929861B	4/19/2022	4/19/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC202100012871	12/20/2021	12/20/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			PK202200012126	4/19/2022	4/19/2023	75,000
A	Equipment Floater			PK202200012126	4/19/2022	4/19/2023	Deductible 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Date: Sat 27 Aug 2022

NASSAU COUNTY PARKS, RECREATION AND MUSEUMS and it's respective officers, directors, principals, agents, employees and representatives as additional insureds, but only as respects to claims arising out of the negligence of the Named Insured

CERTIFICATE HOLDER

NASSAU COUNTY PARKS, RECREATION AND MUSEUMS
1899 Hempstead Turnpike
East Meadow, NY 11554

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Keli Tomack