



On behalf of the Austin Parks Foundation (“APF”), C3 Presents, LLC (“C3”) is producing the 2021 Austin City Limits Music Festival (the “Festival”) scheduled for the weekends of October 1-3, 2021 and October 8-10, 2021 at Zilker Park in Austin, Texas. C3 makes a firm offer (“Offer”), **subject to contract**, [REDACTED] (“Artist”) for the Festival.

C3’S OBLIGATIONS ARE SUBJECT TO THE VENUE HAVING FULL SELLABLE CAPACITY WITH NO RESTRICTIONS OF THE OPERATIONS OF THE FESTIVAL. IF SUCH IS NOT THE CASE, C3 MAY TERMINATE THIS OFFER, AND ARTIST WILL REFUND ANY MONEY PREVIOUSLY PAID.

Performance: Performance details are to be announced. C3 will notify Artist or agent thereof once final placement is determined and on or before August 2, 2021 (subject to change). Performance set length is inclusive of encore. Load-in to be determined with assigned stage manager. There will be no sound checks.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Ticket Prices: C3, in its sole discretion, will set the ticket prices for the Festival.

Tickets: C3 will provide Artists with the following tickets: 10 Single Day; for the following date(s): Friday October 1st

Offer is contingent upon the following:

Festival offers are first come, first serve. This offer can be rescinded with verbal notification. This communication is legally privileged and confidential information intended only for the use of the individual or agent thereof named above.

Performance Exclusivity: Unless Artist or agent thereof receives express written consent executed by an authorized representative of C3, Artist will decline any performance engagement from 180 days before the Festival to 90 days following the Festival within a 300-mile radius of the Festival. Without limiting the preceding, this radius clause expressly includes any performances (public or private) in Austin October 1-10, 2021. Without limiting any remedies that may be available to C3, any violation of this non-compete clause is a material breach of this agreement and therefore, after C3 notifies the Artist of the violation and provides the Artist with a 7-day opportunity to cure the violation, then, subject to C3's discretion, permits non-payment and/or reduction of the Fee and immediate return of any deposit previously received and/or forfeiture of Artist's performance. Notwithstanding anything to the contrary contained herein, Artist may not announce any performance, festival, or otherwise that is to occur during 2021 within the radius, whether such date is before or after the Festival, until the end of the Festival weekend, unless otherwise agreed in writing. Artist will not announce ANY Festival performance until C3 has publicized the Festival schedule.

Festival Billing: All decisions regarding "Festival billing" of the Artist – including details such as the order in which the Artist's name appears in advertising and the size of the Artist's name in Festival advertising – are in C3's sole discretion.

Performance Announcements: Artist will not announce that the Artist is performing at the Festival until C3 officially announces it.

Recordings:

(a) C3 will make audio, audio-visual, and photographic recordings of the Festival, including potentially the Artist's performance ("the Materials"). The Artist grants approval to the Festival the right to photograph, record, film, livestream/broadcast, and/or videotape Artist's performance, including B-roll footage, from anywhere in the venue (including stage pit) and to exploit such materials solely as follows:

(i) to simulcast the Artist's performance in full on Jumbotrons at the Festival;

(ii) as part of a live webcast (the "Live Webcast") and/or live TV broadcast (the "Live TV") of Artist's performance during the Festival; provided that the Live Webcast and/or Live TV may be delayed and/or re-streamed for time zone purposes. Live stream will be worldwide and non-downloadable via Festival and/or distribution partner websites via an embeddable player. Artist will obtain consent to appear in the Live Webcast and Live TV from all Artist-provided musicians, performers, and special guests appearing in Artist's performance;

(iii) for a one-year period to archive at least three (3) audio-visual selections of controlled compositions from Artist's performance at the Festival via Festival and/or distribution partner websites;

(iv) to provide clips of the Materials to media outlets;

(v) to include clips of the Materials for inclusion in post-Festival short "sizzle videos" showing highlights of the Festival;

(vi) to include clips of the Materials for inclusion on the Festival website and on-line via social media platforms;

(vii) to include video-only (non-audio) clips of the Materials for inclusion on recap and other promotional videos;

(viii) to include audio-only (non-visual) clips of the Materials for radio promotional purposes; and

(ix) to record the performance solely for C3's noncommercial, internal and archival use only. No other rights are granted in this Offer unless otherwise specifically and mutually agreed in

Festival offers are first come, first serve. This offer can be rescinded with verbal notification. This communication is legally privileged and confidential information intended only for the use of the individual or agent thereof named above.

writing by the applicable parties. C3 will not commercially exploit the Materials (for example, through CDs, DVDs, or downloads) without the Artist's further written consent.

(b) To the extent any third-party consents are necessary and required by law in connection with C3's exploitation of the rights granted in this Offer, Artist will obtain such consents at Artist's sole expense. Artist will obtain all third-party consents and clearances required for Artist's use of any pre-recorded music and/or samples during Artist's Festival performance, the Live Webcast, Live TV, and the Materials. Artist agrees that C3 will not be required to make any payment of any nature to Artist or any third party in connection with the Live Webcast, Live TV, and/or the Materials.

Promotions.

(a) C3 may use the Artist's name, photographs, exhibition of short excerpts from Artist's performance, released album tracks, and other audiovisual clips to promote the Live Webcast, Live TV and Festival, including future Festivals and Live Webcasts and Live TV, including on the internet via "streaming" and in all other media now known or hereafter devised throughout the universe, including radio advertisements, with no further compensation to the Artist for such use. Artist consents to the use of photographs from the Artist's Festival performance on the Festival website.

(b) Artist will, at no additional costs to C3, provide pre-approved and fully cleared audio and/or visual materials to be used to promote the Festival. Artist shall also support the Festival marketing efforts with a minimum of the following:

- (i) Reference to Festival after Line Up Announcement and Sales Announcement;
 - (aa) Reference to the Festival in at least 1 artist controlled email distribution;
 - (bb) Reference to the Festival on all artist-controlled advertising materials, event listings and websites;
 - (cc) If Artist is active on social media, then the Artist will reference the Festival in at least 1 social media post across each active artist social media accounts. If the Artist is active on multiple social media platforms but only one of such platforms is focused on the music industry, the Artist will post on the platform focused on the music industry;
- (ii) Marketing Support 1-2 months prior to the Festival
 - (aa) If Artist is active on social media, then the Artist will reference the Festival in at least 1 social media post across each active artist social media accounts. If the Artist is active on multiple social media platforms but only one of such platforms is focused on the music industry, the Artist will post on the platform focused on the music industry.

No sponsorship restrictions on C3. Artist is not only to have any sponsors at the Festival, and Artist may not promote any brands onstage or in its production, including video screens. C3 controls all ad space and signage at the Festival.

Insurance. Artist will obtain, carry, and keep in full force and effect general liability, auto, and workers' compensation insurance policies in compliance with the requirements stated in the 2021 Austin City Limits Festival Rider, consistent with past practices. Artist will add C3 and its affiliated entities as additional insureds on its insurance policies other than its workers compensation insurance. C3 will add Artist as an additional insured on its general liability policy. **C3 IS NOT RESPONSIBLE FOR THE FEE IF THE FESTIVAL IS CANCELED DUE TO AN EVENT OF FORCE MAJEURE. ARTIST SHOULD OBTAIN ITS OWN CANCELLATION INSURANCE.**

Force Majeure. If Artist performance is prevented, interrupted materially, unsafe, unfeasible, rendered impossible by an Act of God or any other cause beyond the reasonable control of Artist or C3, including, but not limited to any act or regulation of any public authority, civil unrest, labor issues, war conditions or emergencies, interruption or delay in transportation services, death, disease, epidemic, pandemic, illness or accident to Artist or any of Artist immediate family, it is understood and agreed that the applicable Performance shall be cancelled and there shall be no claim for damages by either party. Upon the occurrence of a Force Majeure event, the Artist shall, within ten business days, return to C3 all monies paid by C3 directly to Artist.

Festival offers are first come, first serve. This offer can be rescinded with verbal notification. This communication is legally privileged and confidential information intended only for the use of the individual or agent thereof named above.

Covid-19. If at any time prior to the Performance, any government, public authority or public service issues any legislation or advice that relates directly or indirectly to Covid-19 (or similar pandemic) and which will or is likely to prevent the Performance from taking place as planned (including, without limitation, social distancing measures) and/or will affect ticket sales, C3 will have the right to cancel the Performance or to renegotiate the Artist's deal, without any liability of C3 to the Artist

Artist agrees that Artist riders are deemed for reference only and will be determined in advance and in accordance with the terms of THIS controlling Performance Offer. C3 will endeavor to satisfy commercially reasonable and practical rider requests, and may provide adequate substitutions and reasonable omissions

By either signing this Offer or by performing at the Festival, the Artist agrees to all the terms of this Offer unless both parties have executed a subsequent agreement related to the Festival with different terms. The parties agree to and accept this Offer:

C3 Presents, LLC o/b/o Austin Parks Foundation

Artist or Agent Thereof Accepts the above:

By: _____

By: _____

Date: _____

Date: _____