

June 2, 2022

Blake McDaniel
Chair, Metropolitan Auditorium Commission
417 4th Ave. N.
Nashville, TN 37201

Dear Mr. McDaniel:

On behalf of the Metropolitan Government of Nashville and Davidson County, by and through the Metropolitan Auditorium Commission, please accept this letter as a notification of a donation from the Nashville Convention & Visitors Corp ("NCVC") to the Nashville Municipal Auditorium. This donation will be an annual sum of \$25,000 beginning in FY 2023 and repeating annually for up to five years, inclusive.

These funds are being donated to the Nashville Municipal Auditorium so that it can fulfill its commitment under the Live Nation contract to share the costs of marketing and promoting the Auditorium under an approved Marketing Plan created by Live Nation. These "City Match" funds will reimburse Live Nation for up to \$25,000 annually for its expenditures advertising and promoting the Auditorium under such a Plan. As the Live Nation contract is for a three-year term, subject to two one-year extensions, the NCVC commits to make this donation for every year of the original three-year term and for each extension year, should the contract be so extended, assuming tourism market conditions remain fiscally stable, defined as no year-over-year decrease in the annual hotel occupancy tax collected by the city. This donation will be made in single installments annually on or near September 30, subject to the receipt of an invoice for this payment by the NCVC.

The intent of this donation is to raise the profile of the Auditorium as a world-class performance venue with a rich history and to attract the top-tier talent. The Auditorium adds to the city's portfolio of unique entertainment venues, which bring major events that result in significant tax revenue and create jobs.

Please let me know if you need anything further to complete this donation to Metro and the Municipal Auditorium.

Sincerely,

A handwritten signature in black ink, appearing to read "Butch".

Butch Spyridon
Chief Executive Officer
Nashville Convention & Visitors Corp

Exhibit 1

Contract InformationContract & Solicitation Title: Municipal Auditorium Preferred Booker and PromoterContract Summary: Contractor agrees to provide preferred booker and promoter services for the Municipal Auditorium.Contract Number: 6513829 Solicitation Number: 127212 Requisition Number: 4038546Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): N/AType of Contract/PO: Multi-Year Contract Requires Council Legislation: NoHigh Risk Contract (Per Finance Department Contract Risk Management Policy): NoSexual Harassment Training Required (per BL2018-1281): YesEstimated Start Date: 05/01/2022 Estimated Expiration Date: 04/30/2025 Contract Term: 36 MonthsEstimated Contract Life Value: Revenue Generating Fund:* 60161 BU:* 61501510

(*Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: RFPProcurement Staff: Terri Ray BAO Staff: Christopher WoodProcuring Department: Municipal Auditorium Department(s) Served: Municipal Auditorium**Prime Contractor Information**Prime Contracting Firm: Live Nation Worldwide, Inc ISN#: 18581Address: 410 Chestnut Street City: Nashville State: TN Zip: 37203Prime Contractor is a Uncertified/Unapproved: SBE ☐ SDV ☐ MBE ☐ WBE ☐ LGBTBE ☐ (select/check if applicable)Prime Company Contact: Sally Williams Email Address: Sallywilliams@livenation.com Phone #: 615-258-5949Prime Contractor Signatory: Sally Williams Email Address: Sallywilliams@livenation.com**Disadvantaged Business Participation for Entire Contract**Small Business and Service Disabled Veteran Business Program: N/AAmount: N/A Percent, if applicable: N/AEqual Business Opportunity (EBO) Program: Program Not ApplicableMBE Amount: N/A MBE Percent, if applicable: N/AWBE Amount: N/A WBE Percent, if applicable: N/AFederal Disadvantaged Business Enterprise: NoAmount: N/A Percent, if applicable: N/A

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No**Summary of Offer**

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
<u>Live Nation Worldwide, Inc</u>	☐	<u>81</u>	<u>N/A</u>	<u>Awarded</u>
	☐			Select from the Following:
	☐			Select from the Following:

PREFERRED PROMOTER AGREEMENT

THIS PREFERRED PROMOTER AGREEMENT ("Agreement") is made and entered into once all parties have signed and filed in the Metro Clerk's Office, between the Metropolitan Government of Nashville and Davidson County, a municipal corporation, by and through its Metropolitan Auditorium Commission, ("City") and Live Nation Worldwide, Inc., a Delaware corporation ("Promoter").

City owns, manages, and operates the historic Nashville Municipal Auditorium, which is located at 417 4th Avenue North, Nashville, TN 37201 (the "Facility"). The Facility operates as a venue for high-quality live performances and civic events. Promoter is in the business of arranging, promoting, and managing live musical and other performances and events at entertainment venues throughout the United States. City desires to engage the services of Promoter to assist with bringing high-quality live entertainment and other events to the Facility.

In consideration of the foregoing and of the mutual promises and covenants herein contained, the parties hereby agree as follows:

1. **Effective Date, Term and Early Termination.** This Agreement will become effective only after it has been fully executed by both parties and upon its filing with the Metropolitan Clerk (the "Effective Date"). The Term of the Agreement shall be three years, commencing on the Effective Date. The Term may be extended for two one-year periods (each an "Extended Term") upon the mutual written consent of the parties. In no event may the Term of the Agreement, including Extended Terms, exceed five years. A "Contract Year" shall be the 12-month period beginning on the Effective Date and each 12-month period thereafter during the Term.
 - a. **Early Termination by Promoter.** If City fails to operate the Premises in such a manner reasonably determined to be on par with other comparable venues owned by federal, state, or local governments in the Southeastern United States operated by Promoter, and City has failed to begin in good faith to correct such deficiencies in the operation of the Facilities within 15 days after written notice thereof from Promoter, or if City has failed to so operate during three separate Promoter Events during any consecutive twelve month period and failed to begin in good faith to correct the event deficiencies within 15 days of written notice of such deficiencies from Promoter, then Promoter may terminate this Agreement upon written notice thereof to City and without penalty to Promoter. Upon reasonable determination by the Metropolitan Auditorium Commission that City did not begin in good faith to correct the Facility or event deficiencies within 15 days after written notice from Promoter, then within thirty (30) days after such termination City shall pay to and reimburse Promoter for any prepaid License Fee which is attributable to the period of the Term after the effective date of such termination, which obligation shall survive the termination of this Agreement. Upon any such termination, all further obligations of the parties hereunder shall terminate except for the obligations that are intended to survive the termination or expiration of this Agreement, including,

without limitation, obligations to make payments for amounts due and owing through the date of termination, and any obligation of Promoter to defend, indemnify, and hold harmless City for claims occurring prior to the date of termination as provided in this Agreement, and to maintain and disclose records, audits, and reports as required under this Agreement.

- b. Early Termination by City. If Promoter fails to market, promote, and book the Premises with events of a quantity, quality and type reasonably determined to be on par with other comparable venues or otherwise fails to perform its duties hereunder, and Promoter fails to begin in good faith to correct such deficiencies within 60 days after written notice thereof from City, then City as its sole and exclusive remedy, may terminate this Agreement upon written notice thereof to Promoter and without penalty to City; provided that within thirty (30) days after such termination City shall pay to and reimburse Promoter for any prepaid License Fee which is attributable to the period of the Term after the effective date of such termination; which obligation shall survive the termination of this Agreement. Upon any such termination, all further obligations of the parties hereunder shall terminate except for the obligations that are intended to survive the termination or expiration of this Agreement, including, without limitation, obligations to make payments for amounts due and owing through the date of termination, and any obligation of Promoter to defend, indemnify, and hold harmless City for claims occurring prior to the date of termination as provided in this Agreement, and to maintain and disclose records, audits, and reports as required under this Agreement.

2. Preferred Promoter.

- a. Premises Defined. The Facility is described and depicted in Exhibit A, which is attached hereto and made a part hereof for all purposes. The portion of the Facility available for use by Promoter in carrying out its responsibilities under this Agreement is also set forth on Exhibit A and is herein referred to as the "Premises." This Agreement governs the use of and access to the Premises by Promoter.
- b. Engagement. City authorizes and otherwise engages Promoter to perform Promotional Activities consistent with the terms and conditions of this Agreement. Promoter accepts such engagement and, during the Term of this Agreement, agrees to perform such Promotional Activities in a manner consistent with similar services provided to other similarly situated and comparable first-class facilities and in keeping with the reasonable abilities of the Facility as well as the services currently and historically provided by Promoter to City. It is the intention of the parties that Promoter be the preferred promoter so as to allow Promoter to continue to have the best opportunity to increase the number of Promoter Events at the Premises and so that other promoters are to work with and offer Promoter commercially feasible terms to participate in any events which they intend to be held at the Premises and so that any events by other promoters do not conflict with Promoter Events or Promoters' relationships in the entertainment industry. City is engaging the services of Promoter as the Facility's preferred promoter for the purposes of

providing Promotional Activities, which for purposes of this Agreement shall mean: (i) promoting, advertising, and marketing of the Facility as provided in this Agreement; (ii) arranging for, booking, promoting, and managing live musical and other performances and events at the Premises as provided for in this Agreement (each, a “Promoter Event”); and (iii) operating ticket sales for Promoter Events (collectively, the “Promotional Activities”). Promoter accepts such engagement upon the terms and conditions of this Agreement. Promoter acknowledges and agrees that City also may book events (including live entertainment events) at the Facility and Premises during the term hereof and in accordance with the terms of this Agreement.

i. *Definitions.* For the purposes of this Agreement and the activities authorized herein, the terms listed below shall have the specialized meanings as contained within this subsection.

(1) “Promoter Events”: Live music or comedy events performed in the Premises that are promoted by Live Nation under this Agreement.

(2) “Existing Tenant”: Any tenant of the Facility who has a current and pre-existing contractual right to use Facility space, among other rights pertaining to the Facility, specifically the Musicians Hall of Fame and Grammy Gallery.

(3) “Existing Tenant Events”: Any event held or hosted by the existing (as of the effective date of this Agreement) tenant of the Facility pursuant to its lease without amendment, modification or deviation from the existing terms thereof; it being the intention of the parties that City shall not consent or approve of any live event to be held by or through such Existing Tenant except for those which the existing tenant has an express right to perform or promote pursuant to its lease.

(4) “City Events”: Events held and/or contracted for by City including but not limited to films projected onto video screens located on the stage, circus acts, conventions, trade shows, family shows, banquets, athletic and other competitions and tournaments, examinations, rehearsals, dances, television tapings, and two concerts per year benefitting local fire fighters.

(5) “Legacy Promoter”: North American Entertainment Group, Inc., who has been arranging for, booking, and promoting events at the Premises for multiple years preceding the Effective Date of this Agreement.

(6) “Legacy Promoter Events”: Events historically arranged for, booked, and promoted by Legacy Promoter in the Premises, in addition to types of events similar to those arranged for, booked, and promoted by the

Legacy Promoter in the past in the Premises. Legacy Promoter may promote up to five events per calendar year, subject to the terms of this Agreement and availability of the Premises for the desired date of any such event.

(7) “Third-Party Promoters”: Firms other than Promoter or Legacy Promoter offering to perform concert promotion activities for concerts and other stage events.

(8) “Third-Party Events”: Concerts and other stage events promoted by Third-Party Promoters and if co-promoted by Promoter such event shall be deemed a Promoter Event.

- c. Duration of each Promoter Event. City shall make the Premises available to Promoter for each Promoter Event for a period equal to the product of (i) the number of days on which Promoter has reserved the Premises for such Promoter Event multiplied by (ii) twenty-four (24) hours (each, a “Reserved Event Duration”). Load-in, load-out, and the actual event shall occur within such Event Duration.
- d. Promoter Access. Except as otherwise provided in this Agreement, City hereby grants to Promoter a limited, exclusive license authorizing the use of and access to the Premises by Promoter for the Promotional Activities; provided, however, that during every Promoter Event, including the load-in and load-out thereof, at the Premises, access to the Premises may be restricted by Promoter to include only ticketed patrons, Promoter staff, and such other professional personnel as Promoter may authorize. Notwithstanding the preceding sentence, the parties agree that City personnel shall at all times have access to every part of the Premises to protect City's interests in public health, safety and welfare and to carry out such other governmental duties as City may assign them.
- e. Events other than Promoter Events. The parties acknowledge and agree that, while Promoter is the preferred and primary promoter of the Premises, Promoter will not have the exclusive right to book, promote, advertise, and manage events at the Premises but any such booking, promoting, advertising and managing of events shall be subject to the terms of this Agreement and all such opportunities which are of the nature of Promotional Activities shall be presented to Promoter for it to participate in as a co-promoter on commercially reasonable terms as Promoter may elect and shall not reduce or undermine Promoter's opportunities for Promoter Events or Promotional Activities. The following activities will continue to be able to occur at the Premises throughout the term of this Agreement, subject to the terms below and as otherwise stated in this Agreement, and shall not be deemed to be

Promoter Events (unless Promoter is a co-promoter or sole promoter thereof) or Promotional Activities:

- i. Existing Tenant Events. Promoter shall have a right of first refusal on any dates for such Existing Tenant Events. Existing Tenant is not obliged to co-promote with Promoter.
 - ii. Legacy Promoter Events. Promoter shall have a right of first refusal on any dates for events by Legacy Promoter. Legacy Promoter shall not be obligated to co-promote with Promoter for any Legacy Promoter Events. Legacy Promoter may not co-promote with another Third-Party Promoter for its own events at the Facility.
 - iii. City Events. As defined above. City Events are not promoted by Promoter or its affiliates.
 - iv. Third-Party Events. Promoter shall have a right of first refusal on any future dates for events by Third-Party Promoters and shall have a right of first refusal to co-promote such events.
- f. Promotional Activities to be Performed by Promoter. Promoter is authorized to perform Promotional Activities on the Premises, consistent with the terms and conditions of this Agreement, including:
- i. sell tickets for Promoter Events;
 - ii. collect and remit to the proper governmental authorities any taxes, including, but not limited to, sales tax, where such taxes arise out of goods or services sold by Live Nation as part of its Promotional Activities;
 - iii. negotiate, administer, and execute in Promoter's name agreements reasonably necessary for the performance of Promotional Activities, where such agreements may include licenses, occupancy agreements, sponsorship agreements, rental agreements, and booking commitments. Any such agreement must be consistent with the terms of this Agreement. Promoter will submit a copy of its standard form of rental agreement to the Metropolitan Auditorium Commission for approval on an annual basis.
 - iv. book talent for Promoter Events to be held at the Premises and pay all talent and artist costs and deposits associated with such booking, consistent with the subsection below entitled "Booking Rights of Promoter;"

- v. produce Promoter Events for which Promoter has performed Promotional Activities and bear all costs associated with such production; provided, however, that such costs will be utilized in the calculation of Net Profit. Such costs include, without limitation, artist settlement and insurance, special services, backstage or event-related catering services, rental of equipment not maintained within the house inventory, personnel costs (including, without limitation, stagehands, set-up and clean-up staff, box office staffing and administration) box office costs (ticket printing, credit card fees), consistent with the terms and conditions of this Agreement governing use and access of the Facility. Notwithstanding anything to the contrary contained in this Agreement, in no event will City charge any costs or expenses to Promoter that exceed the actual and direct cost and expense of City therefor, and, in connection with a Promoter Event, Promoter shall have the right to inspect and provide recommendations for improvement to the quality and character of concessions and the products offered by the concessionaire to City, the level and quality of the back of house and front of house operations and staffing thereof. In no event will City charge Promoter any rental fee for any Promoter Events;
 - vi. collaborate or coordinate with such entities as may be under contract with City to provide services to the Facility, where such services may include, but are not limited to, venue food and/or beverage management;
 - vii. engage in such advertising, solicitation, promotional activities, and other action reasonably necessary to perform Promotional Activities as Promoter deems necessary or appropriate in connection with the performance of its Promotional Activities;
 - viii. to the extent Promoter may desire, and subject to Premises availability, host any Promoter Events with the costs thereof utilized in the calculation of the Net Profit; and
 - ix. to the extent Promoter may desire, sell or cause to be sold at the Premises for any Promoter Events such merchandise that is not a food or beverage.
- g. Booking Rights of Promoter. Promoter will have the preferred and continuous right to book Promoter Events during the Term subject to the terms of this Agreement. Should City agree to allow an event by a Third-Party Promoter in accordance with City's rights under this Agreement, City agrees that the terms of such an agreement shall not be on economic terms more beneficial to the Third-Party Promoter than are the economic terms agreed to with Promoter for a Promoter Event under this Agreement. Promoter may at any time inquire of City whether any future date or dates are available for Promoter to book a Promoter Event. City shall respond to such an inquiry within 48 hours and at Promoter's good-faith

request shall hold or reserve for a Promoter Event any open date. Promoter shall notify City within 48 hours of the release of any date previously requested be held or reserved by Promoter for a Promoter Event such that City can make that date available for other uses.

- h. Booking Rights of City. Subject to the terms of this Agreement and Promoter's preferred rights, City shall have the continuous right to book City Events, Existing Tenant Events, Legacy Promoter Events, and Third-Party Events (each, a "Non-promoter Event") on terms established solely by City so long as such events do not conflict with any date already designated as held, reserved, or confirmed for a Promoter Event. City may at any time notify Promoter that City is prepared to confirm a Non-promoter Event for any date Promoter has previously requested be held or reserved for an unconfirmed Promoter Event. In such event, Promoter shall have 48 hours to either confirm the Promoter Event for which that date has been held or reserved or release that date such that City may confirm the Non-promoter Event.
 - i. Marketing Plan of Promoter; Shared Marketing Costs. Within 60 days after the Effective Date and not less than 30 days prior to each anniversary of the Effective Date, Promoter may at its discretion submit to City a written marketing plan for the Premises for the forthcoming 12-month period (the "Marketing Plan"). The Marketing Plan shall set forth in reasonable detail Promoter's plans to market and promote the Premises. City shall have 15 business days from receipt of the Marketing Plan to accept or reject such Marketing Plan. City may not unreasonably reject such Marketing Plan. City shall match up to \$25,000 per year (the "City Match") of Promoter's first incurred actual, out-of-pocket marketing and promotional expenses incurred in the implementation of the approved Marketing Plan. In the event City fails to pay any City Match due Promoter within 60 days after demand therefor from Promoter, then Promoter shall be entitled to offset such unpaid City Match against the License Fee due or payable hereunder. In no event is Promoter required or obligated to expend more than \$50,000 per year (which sum is subject to Promoter's receipt of the City Match) on marketing and promoting the Premises nor to expend any sum in the event that a Marketing Plan has not been approved by City.
3. Access and Use of Premises.
- a. Ownership Retained by City. At all times, City shall retain ownership of the Premises, including the furniture, fixtures, and equipment contained therein, and the real property on which the Facility is situated. No real property interest is conveyed to Promoter under this Agreement as this is a limited license authorizing use and access of the Premises by Promoter for the Promoter Events and Promotional Activities.

- b. Control. City, as the Facility owner and manager, shall have control and authority over the day-to-day operations of the Premises with respect to both Promoter Events and Non-promoter Events, and Promoter agrees to coordinate with City in performing its Promotional Activities, consistent with the terms and conditions of this Agreement. City agrees that it shall operate the Premises in such a manner as to facilitate Promoter Events and in such a manner as to be on par with other comparable venues owned by federal, state or local governments operated by Promoter in the Southeastern United States. During Promoter Events, Promoter shall provide and pay for staff security, fire and medical services, and such other services that it may require. Promoter shall endeavor to follow all reasonable and necessary policies and guidelines of City as are applicable to the Premises, including such policies and guidelines that are established or modified after the execution of this Agreement. City policies and guidelines currently in effect are deemed approved. Promoter shall have the right to approve in writing any amendment of such policies and guidelines affecting its performance under this Agreement prior to being required to endeavor to comply. Any such Promoter approval shall not be unreasonably withheld, delayed, or conditioned. City shall provide reasonable notice to Promoter in writing of any proposed amendment to its policies and guidelines. Notwithstanding anything to the contrary contained in this Agreement, City and Promoter agree that for Promoter Events the Promoter will be responsible for providing and/or paying for the services, staff and equipment as set out in Schedule 1, attached hereto and made a part hereof as Exhibit B, and City shall be responsible, including the payment of the cost thereof, for providing or causing to be provided all other matters.

4. Compensation.

- a. License Fee. As compensation to City for use of and access to the Premises by Promoter pursuant to the terms of this Agreement, Promoter shall pay to City a fixed annual license fee in the amount of Five Hundred Thousand Dollars (\$500,000.00), where such fixed annual license fee shall be paid in two equal installments of Two Hundred Fifty Thousand Dollars (\$250,000.00), due and owing within two weeks after the Effective Date, six months after the Effective Date, and every six months thereafter for the remaining term of the Agreement.
- b. Revenues. Except as otherwise provided in this Agreement, Promoter is entitled to receive, collect and retain all revenue generated from any source in connection with any Promoter Events and any of the Promotional Activities (including, without limitation, all Promoter Event concession revenues to be paid to City pursuant to any agreement with the concessionaire for the Premises and any Promoter Event sponsorship revenues) and shall be responsible for promptly remitting to City any share of such revenue owed to City as stated herein.

Such revenue shall be compensation to Promoter for the Promotional Activities to be performed at the Premises. City shall not be obligated to pay to Promoter any additional compensation, as the compensation stated herein is intended to be in full and final satisfaction for such services rendered. Except as otherwise provided in this Agreement, Promoter shall bear all of its own costs and expenses associated with its performance under this Agreement. This Agreement does not guarantee any specific amount of revenue to be collected and retained by Promoter.

- c. Sponsorship Revenues at Promoter Events. City and Promoter agree to cooperate on sales of sponsorships for Promoter Events at the Premises. Revenues generated from Promoter's sale of such sponsorship(s) shall be 100% payable to Promoter. Sponsorship sales shall be consistent with City's prior agreements relating to the Facility.
- d. Facility Naming Rights Revenues: City and Promoter agree to cooperate on sales of the naming rights for the Facility and Premises. Except as otherwise specifically provided in this Agreement, Promoter's license for use of the Premises under this Agreement shall include the right to collect and retain fifty percent (50%) of such revenues generated from the naming rights sold by Promoter, with the remaining fifty percent (50%) of such revenues being payable to City. The precise terms of such naming rights shall be subject to the approval of City, which approval shall not be withheld unreasonably.
- e. Facility Fee. Promoter shall have the right to impose and thereafter be entitled to collect from patrons attending Promoter Events a facility use fee from tickets sold in an amount determined by Promoter in its sole discretion. City will not impose any facility or like kind fees on any tickets sold for Promoter Events.
- f. Concession Revenues. For purposes of this paragraph, "Concession Revenues" means all documented revenues received by Promoter and/or City from City's third-party concession operator attributable to sales of food and beverage concessions at the Premises. Promoter shall be entitled to retain 100% of first \$350,000 received by Promoter in Concession Revenues generated at the Premises during Promoter Events in a given year (the "Concession Threshold") and after achieving the Concession Threshold shall pay City 10% of such Concession Revenues received by Promoter in the applicable year after achieving the Concession Threshold. The calculation of the Concession Threshold will be done on an annual basis without regard to Concession Revenues received during any prior year. Payments due to City under this

Paragraph shall be made not more than 14 days after the last day of any month in which at least one Promoter Event takes place after achieving the Concession Threshold. Concession Revenues for the following shows are to be included in calculating the Concession Threshold for year one of this Agreement: the Millennium Tour, which took place on October 30, 2021; Alt-J, which took place on March 1, 2022; Judas Priest, which took place on March 23, 2022; and Kevin Gates, which is to take place on September 30, 2022.

- g. Merchandise Revenues. For purposes of this paragraph, “Merchandise Revenues” means all documented gross revenues received by Promoter through sales of merchandise at Promoter Events, less all applicable state and local sales taxes. Promoter shall be entitled to retain 100% of Merchandise Revenues attributable to Promoter Events.
- h. Ticket Fee. For the first and second years of the Term, after Promoter achieves the sale of 60,000 paid tickets for Promoter Events during the applicable year (the “Paid Ticket Threshold”), then for the remainder of such year Promoter shall pay the City a sum equal to \$1 per paid ticket sold for Promoter Events above the Paid Ticket Threshold. During the third year of the Term the \$1 amount per paid ticket sold shall increase to be a \$2 amount per paid ticket sold. If the Term of this Agreement is extended beyond the third year, the \$2 amount paid per ticket shall be the minimum amount to be paid to City once the 60,000 threshold is reached during any extension year, and any proposed increase to the \$2 amount shall require the mutual consent of the Parties, which consent may be withheld for any reason whatsoever. For the purposes of calculating the 60,000 Paid Ticket Threshold for year one of this Agreement, the ticket sales for the following shows shall be included: the Millennium Tour, which took place on October 30, 2021; Alt-J, which took place on March 1, 2022; Judas Priest, which took place on March 23, 2022; and Kevin Gates, which is to take place on September 30, 2022.

5. Default and Remedies.

The parties agree to mitigate any damages resulting from a default under this Agreement.

- a. Promoter Default. The rights and remedies of City provided in this section are nonexclusive and are in addition to any other rights and remedies provided by law or under the Agreement. Promoter is not relieved of its liability to City for damages sustained by virtue of a default of this Agreement. City reserves the right to cure any default without terminating this Agreement and seek

reimbursement for such reasonable expenses from Promoter, with the understanding that City is under no obligation to correct any such default. City's exercise of its right to cure shall not act as a waiver of its right to terminate this Agreement for default as provided hereunder. In addition to any other right it may have, City may terminate this Agreement upon the occurrence of any of the following:

- i. Promoter fails to perform its contracted duties and responsibilities in a timely and proper manner and fails cure such failure within 30 days after receipt of notice from City identifying the failure; provided that Promoter shall not be in default if Promoter commences to cure an identified breach within 30 days after receipt of such notice and thereafter diligently proceeds to complete such cure;
- ii. Promoter files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other similar law, or seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of manager or of all or any substantial part of Promoter's property, or makes any general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due;
- iii. a court of competent jurisdiction enters an order, judgment or decree approving a petition filed by or against Promoter seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other similar law;
- iv. Promoter abandons or, subject to Force Majeure or other events beyond Promoter control, discontinues conducting its Promoter Event or Promotional Activities for the Premises; or
- v. Promoter or any Promoter Employee responsible for the direct performance of any of Promoter's responsibilities under this Agreement is convicted of a felony after the Effective Date and within 10 days of written demand from City the Promoter does not remove such Promoter Employee from performing any of Promoter's responsibilities under this Agreement.

- b. City Default. City shall be in default of this Agreement if it fails to perform one or more of its obligations hereunder and such failure continues for more than 30 days after written notice thereof from Promoter; provided that if the nature of City's default is such that more than 30 days are reasonably necessary to cure, City shall not be in default if City commences to cure within the 30-day period and thereafter diligently proceeds to complete such cure. Upon City's default, Promoter shall have the right to:
 - i. cure City's default with the actual and reasonable cost thereof to be reimbursed by City within 30 days of the receipt of an invoice and, failing such timely reimbursement, to offset the cost against payments next coming due from Promoter to City; or
 - ii. terminate this Agreement.
6. **Maintenance**.
- a. Routine Maintenance and Repair. City, at its sole cost and expense, shall perform or otherwise cause to be performed such reasonable facility maintenance services as are appropriate or necessary to maintain and operate the Premises in a manner consistent with applicable policies, procedures and operations of the Metropolitan Auditorium Commission so as to allow Promoter to perform the Promotional Activities and hold Promoter Events.
 - b. Utilities. City shall provide all necessary utilities within the capabilities of the equipment and systems currently installed in the Premises, or to be installed pursuant to this Agreement, and pay all charges therefor.
 - c. Special Equipment and Infrastructure. Promoter shall arrange for and pay all costs associated with any specialty equipment or infrastructure Promoter desires to conduct a Promoter Event which is not part of the equipment or infrastructure comprising part of the Premises upon the Effective Date of this Agreement, provided that City shall ensure all existing equipment and infrastructure is kept in good order and working condition and available for use by Promoter in a manner consistent with City's historical provision of such equipment and infrastructure. For every Promoter Event the City, at its sole cost and expense except as otherwise provided in this Agreement, shall provide all Facility services, equipment and infrastructure reasonably necessary to hold such Promoter Event at the Premises. The Facility services, equipment and infrastructure shall be on par with those of

other comparable venues owned and operated by federal, state or local governments or owned by such governments and operated by Promoter, and include, without limitation, concessions of reasonably sufficient quality and character, in addition to reasonably necessary front of house operations, levels of security, fire and medical services, staffing levels, and quality of staff, all of which responsibilities shall be governed by Schedule 1, here attached as Exhibit B.

7. **Records and Audit.** Promoter shall provide to City monthly statements detailing revenues received in connection with the exercise of its rights under this Agreement for which City is to receive a portion of the revenues therefrom, in a format similar to that used in other Promoter-managed facilities. Promoter shall keep and preserve for at least three years sufficient records for performance of an audit of such revenues and expenses for such period. City shall provide to Promoter monthly statements detailing revenues received in connection with its performance of any activity for which Promoter is to receive a portion of the revenues therefrom, in a format similar to that used in other Promoter-managed facilities. City shall keep and preserve for at least three years sufficient records for performance of an audit of such revenues and expenses for such period related to those activities. All records in Promoter's control relating to this Agreement shall be made available to City promptly upon request.
8. **Defense and Indemnification.** Promoter agrees to indemnify, defend and hold harmless City, its agents, officers, and employees (the "City Indemnitees") from and against any and all claims, liability, loss, property damage, personal injury or death, interest, judgments, liens, costs and expenses that arise out of, or are incurred in connection with any and all claims, demands, suits, actions or proceedings which may be made or brought against City or any of the City Indemnitees by reason of or as a result of:
 - a. any contracts, agreements, licenses, use permits or other obligations incurred by Promoter hereunder;
 - b. the lack of exercise of reasonable care by Promoter in the employment of any of its employees or the lack of reasonable care in the direction and supervision of Promoter's employees in performing the Promotional Activities;
 - c. the willful or negligent act or omission of Promoter, its agents, officers, employees, directors or others in privity with Promoter; or
 - d. the failure or omission of Promoter to observe and perform any of its material obligations, covenants and conditions to be observed and performed by it under this Agreement which result in a default after applicable notice and cure periods.

9. **Insurance.**

- a. **Required Coverages.** Prior to commencing performance under this Agreement, Promoter shall provide to City's Finance Department (procurementcoi@nashville.gov) certificates showing proof of:
- i. commercial general liability insurance coverage for the Premises for the protection of City for risks customarily covered by such insurance (including, but not limited to, coverage for premises/operation, products and completed operations, independent contractors, and personal injury, including coverage for false arrest, false imprisonment, malicious prosecution, libel, slander, defamation and advertising) to the extent caused by Promoter or its employees, agents, contractors or invitees in an amount not less \$1,000,000.00 single limit;
 - ii. workers' compensation coverage as required by Tennessee law;
 - iii. automobile liability coverage with limits not less than \$2,000,000 combined single limit each accident; and
 - iv. excess insurance with a limit of not less than \$10,000,000 each occurrence in excess of each liability coverage required in this section. This coverage shall be on a follow form basis.
- b. **General.** All primary coverage shall be written by an insurer that is nationally recognized with a policyholder's rating of at least A-, VIII, as listed from time to time by A.M. Best Insurance Reports. Each policy shall provide that it may not be cancelled or terminated unless at least 30 days' prior notice thereof has been provided to City, except in case of cancellation or termination due to lapse for nonpayment, in which case only ten days' notice shall be required. Each policy shall contain mutual waivers of all rights of subrogation for property damage. Each policy covering third party liability shall contain a "cross-liability" endorsement or a "severability of interest" endorsement providing that coverage, to the maximum amount of the policy, will be available despite any suit between the insured and any additional insured under such policy. The insurance policies shall not in the aggregate have deductibles in excess of \$2,000,000. City shall be named an additional insured on all policies (other than Workers' Compensation) with respect to Promoter's use of the Premises, as its interests may appear. In the event of any dispute that could be reasonably covered by a policy of insurance required

by this Agreement, Promoter shall provide a copy of such policy to City upon City's request. Promoter's willful failure to comply with the requirements of this Paragraph shall constitute a default of this Agreement, if such failure continues after 10 business days' notice and opportunity to cure.

- c. Promoter Personal Property. City is not responsible for any damage or loss of Promoter's personal property except to the extent caused by the unreasonable actions of City or its employees, agents, or officers. Promoter agrees to hold City harmless from any damage or loss of Promoter's personal property located within the Premises except to the extent caused by the unreasonable actions of City or its employees, agents, or officers.

- 10. Personnel Policies. Promoter shall not discriminate on the basis of race, color, political or religious opinion or affiliation, creed, age, physical or mental handicap, sex, marital status, ancestry, national origin or sexual preference/orientation. Promoter shall comply with all applicable laws, rules, and regulations regarding discrimination in employment, unlawful employment practices and affirmative action. Promoter shall be an equal opportunity employer.
- 11. Assignment. This Agreement may not be assigned, in whole or in part, by either party without the written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed. To be a valid assignment under this Agreement, any assignee must succeed to all of the rights and interests and assume all of the liabilities and obligations (including, without limitation, all operating losses) of the assignor under this Agreement, and the assignee must agree to cure any prior default of this Agreement committed by the assignor, all in writing to the reasonable satisfaction of the non-assigning party. Notwithstanding anything herein to the contrary, the sale of the stock of Live Nation Worldwide, Inc., to an affiliated entity of Live Nation Entertainment, Inc. (the direct or indirect parent of Live Nation Worldwide, Inc.) or the sale of the stock of Live Nation Entertainment, Inc. if such entity is listed on a nationally recognized stock exchange shall not constitute an assignment of this Agreement. If such an unauthorized change in ownership or control occurs (e.g. the sale of Promoter's stock to an unaffiliated entity of Live Nation Entertainment, Inc. or Live Nation, Inc. ceasing to be listed on a nationally recognized stock exchange), Promoter shall give written notice to City within 60 days after the change of control and City may immediately terminate the Agreement any time between the change of control and 90 days after it receives written notice. No agreement that Promoter is authorized or empowered to enter into under this Agreement, including, without limitation, any concessionaire agreement, ticketing agreement, sponsorship agreement or service agreement, shall be an assignment of this Agreement or a default under this paragraph.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

PRG@NASHVILLE.GOV (preferred method)
OR
METRO PURCHASING AGENT
DEPARTMENT OF FINANCE
PROCUREMENT DIVISION
730 2ND AVENUE SOUTH
PO BOX 196300
NASHVILLE, TN 37219-6300

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request

12. **Representations and Warranties.** Each of the parties hereto represents and warrants that it has full power and authority to enter into this Agreement and to assume and perform all of its obligations under this Agreement, that it has obtained any and all approvals that may be required before it can execute and perform this Agreement, including approvals required by any loan documents, bond authorization, corporate articles and bylaws, city charter or state statute, regulation or court order, and that the persons executing this Agreement on its behalf have been duly authorized and are empowered to bind it to this Agreement, that the execution of this Agreement, and the performance by it of the actions anticipated by this Agreement neither breaches any contract with any third party, or constitutes any event, which, with the passage of time, or the giving of notice, or both, will breach any contract with any third party, and that this Agreement executed by it are or when fully delivered will be duly authorized, executed and delivered by it and will be valid, binding and enforceable obligations of it.
13. **Intellectual Property.** Promoter shall require in its contracts with persons holding or promoting events at the Premises that such persons shall obtain all necessary approvals for or arising from the use of patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of any events which Promoter books at the Premises. Promoter shall indemnify and hold City harmless from any breach of patent or copyright rights or patent or copyright infringements or violations of patent or copyright laws.

14. **Force Majeure.** Should any matter or condition ("Force Majeure") beyond the reasonable control of City or Promoter, such as, but not limited to, war, public emergency or calamity, fire, earthquake, flood, severe weather conditions, Act of God, pandemic or epidemic, as reported by the World Health Organization (WHO) or Center for Disease Control and Prevention (CDC) or the National Institutes of Health (NIH), measures of government authority taken in response to a pandemic or epidemic, strikes or labor disturbances, civil disturbances or riots, or any governmental restriction, prevent or delay performance of this Agreement in accordance with provisions hereof, in whole or in part, after the employment of all reasonably available and economically feasible means to overcome such condition, avoid delay and mitigate the effects thereof, performance of this Agreement by the party affected thereby shall be suspended or excused to the extent commensurate with such interfering occurrence; provided that the party availing itself of this section shall notify the other party within 21 days after its actual knowledge of commencement of such occurrence of the event of Force Majeure; and provided further that the time of suspension or excuse shall not extend beyond that reasonably necessitated by the occurrence of the event of Force Majeure. If the Premises is rendered inoperable by a Force Majeure condition during the term of this Agreement and such inoperability prevents the holding of one or more booked Promoter Events, then Promoter's payment obligations to City shall be equitably abated in proportion to Promoter's documented loss directly attributable to such Force Majeure condition.
15. **Merger, Integration and Amendment.** Except as otherwise expressly stated or referenced herein, this Agreement is the entire integrated agreement of the parties. No other agreement, oral or written, prior or contemporaneous, except the Agreement, shall be deemed to exist between the parties. No subsequent agreement or any amendment of this Agreement shall be binding upon the parties unless it is contained in a written document executed by properly authorized representatives of each party.
16. **Approvals; Waiver.** Except as otherwise expressly provided, whenever a provision of this Agreement requires a review, determination or approval of a party, such review, determination and approval (or notice of disapproval) shall be in writing and shall not be unreasonably withheld or delayed (except where such review, determination or approval is expressly made subject to the sole discretion or determination of a party), and shall in any event be made within any time limit specified therefore or within 30 days if no time limit is specified. No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition, or duty of the other, shall be construed as consent to or a waiver of any other breach of the same, or any other covenant, condition, or duty. No approval or review by City hereunder, or any right of approval or review by City, as to any matter or under any circumstances shall be deemed to constitute Promoter as an agent for or acting on behalf of City.

17. **Additional Documentation.** Each of the parties to this Agreement, without further consideration, shall execute and deliver such additional documents and shall take other actions as may be reasonably required in order to fully effectuate all of the terms and provision of this Agreement.
18. **Construction.** This Agreement is the result of the joint efforts and negotiations of the parties hereto, and no single party is the author or drafter hereof. Each party assumes joint responsibility for the form and position of each and all of the contents of this Agreement and each agrees that this Agreement shall be interpreted as though each of the parties participated in the composition of this Agreement and each and every part thereof.
19. **No Joint Venture.** It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by City and Promoter and that Promoter is an independent contractor and not an agent of City. City and Promoter hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City, on one hand, and Promoter, its Owners or Affiliates, on the other hand, as joint ventures or partners. Promoter is an independent contractor with the rights and obligations provided in this Agreement. The parties acknowledge that City negotiated and executed this Contract for Promoter's promotional and marketing skills.
20. **Premises Not to Be Used as Security.** Promoter shall not pledge or permit the Premises to be used as security for any loan or obligation of Promoter and shall not permit the filing of any lien against the Premises property on account of any work performed by or for Promoter or any contract to which Promoter is a party. In the event a lien is filed against the Premises or any part thereof relating to any agreement made by Promoter, Promoter shall promptly cause such lien to be removed by filing an appropriate bond.
21. **Choice of Law and Venue.** Any lawsuit relating to this Agreement shall be filed in a court of competent jurisdiction in Davidson County, Tennessee. Tennessee law, without application of Tennessee conflicts of laws principles, shall govern any dispute between City and Promoter. The parties hereby consent to personal jurisdiction in such courts and irrevocably waive any objection and any right of immunity on the ground of venue, the convenience of forum or the jurisdiction of such courts.
22. **Limitations on Legal Requirements.** Notwithstanding anything to the contrary contained herein, Promoter acknowledges and agrees that the power and authority to adopt, rescind, or amend laws for the Metropolitan Government of Nashville and Davidson County resides with the Metropolitan Council and that nothing contained herein shall in any way obligate

the Metropolitan Council to adopt, rescind, or amend applicable law, or subject City to any liability on account of the Metropolitan Council's failure to adopt, rescind or amend any applicable law.

23. **No Alterations to Premises Without Promoter Consent.** City agrees that it will not make or allow the making of any alteration or improvement to the Premises that could adversely impact Promoter's rights under this Agreement or ability to effectively book events at the Premises without Promoter's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. If alterations or improvements made by City are determined by Promoter to adversely affect its rights under this Agreement, Promoter shall notify City and give it 60 days to cure such alterations or improvements. Notwithstanding the foregoing, (i) City shall not undertake any alterations of improvements during busy concert months and (ii) Promoter understands and agrees that the Premises will be closed for up to four (4) weeks during a mutually agreeable timeframe (which shall occur within the months of December, January, February, June and July) for upgrades to the Facility's plumbing and HVAC systems.
24. **Iran Divestment Act.** In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.
25. **Ethical Standards.** It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of the Ethics in Public Contracting standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical and legal standards which may result in civil or criminal

sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

Pursuant to Metropolitan Code of Laws, Section 4.48.020, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48.

26. **Time of the Essence.** Time is of the essence of this Agreement.

Notices and Designation of Agent for Service of Process

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT
PROCUREMENT DIVISION
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Live Nation Worldwide, Inc. dba Live Nation

Attention: Sally Williams
Address: 410 Chestnut Street, Nashville, TN 37203
Telephone: 615-259-5949
Fax: N/A
E-mail: Sallywilliams@livenation.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: Corporate Creations Network
Attention: Legal Department
Address: 205 Powell Place, Brentwood, TN 37027
Email: Contactus@corporatecreations.com

[SPACE INTENTIONALLY LEFT BLANK]

Contract Number 6513829**Effective Date**

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY****APPROVED AS TO PROJECT SCOPE:**

Blake McDaniel td
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:**

Michelle R. Hernandez Lane REC
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery/TJE EDD
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Ann Mikkelsen BC
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Austin Kyle 5/26/2022
Metropolitan Clerk Date

CONTRACTOR:Live Nation

Company Name

Sally Williams

Signature of Company's Contracting Officer

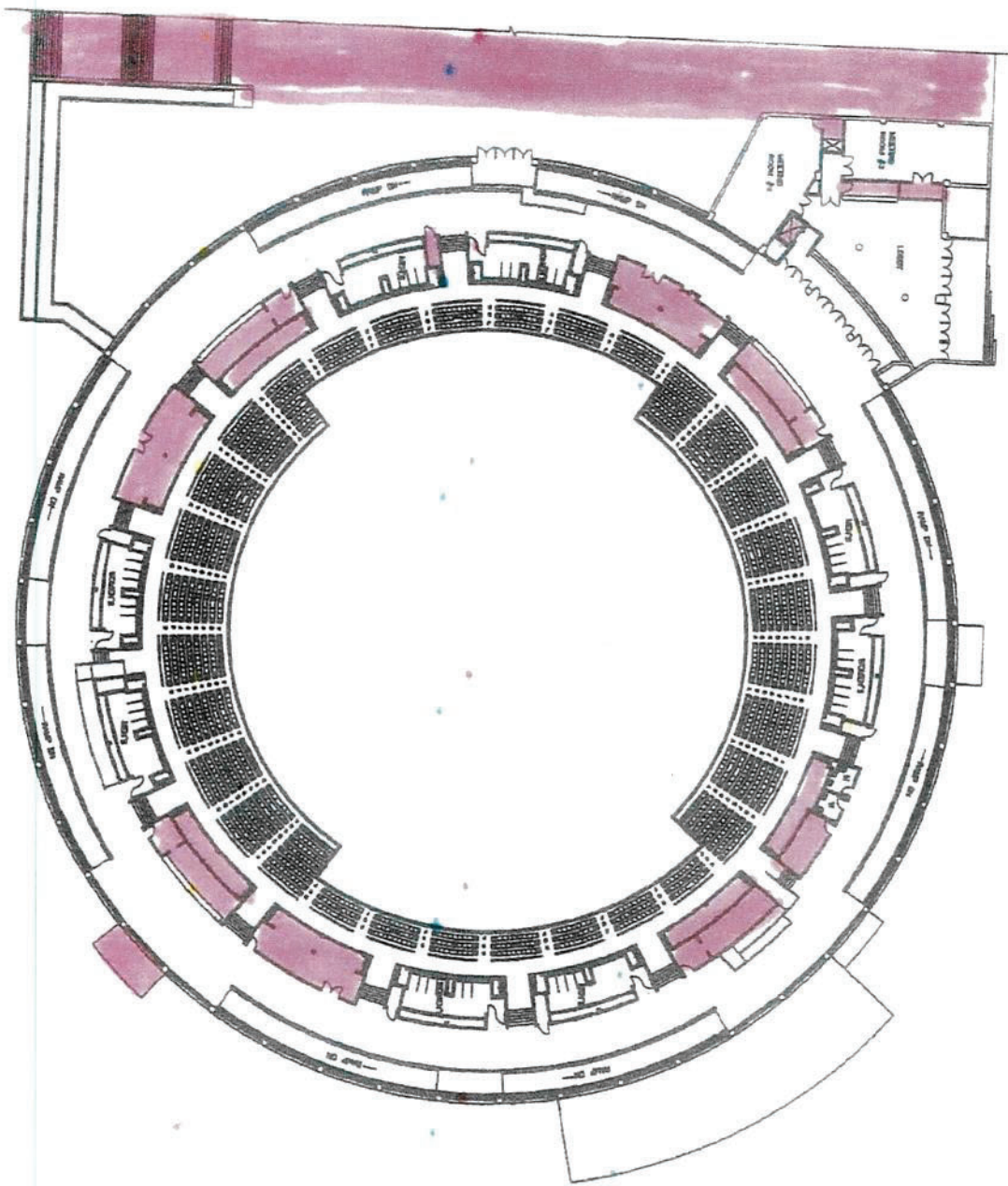
Sally Williams

Officer's Name

President, Nashville Music & Business Strategy

Officer's Title





MEZZANINE PLAN
SCALE: 1" = 60'-0"

Exhibit 2



Area not available
to promoter

EXHIBIT B / SCHEDULE 1

Promoter will provide *and* pay for the following:

Back of House - Operations

Labor

- Set up
- Load-in/load-out - all hands / all riggers

Equipment

- Booms
- Clamps
- cable ramps
- Forklifts (*CITY WILL PROVIDE FORKLIFTS AND IF RENTED PROMOTER WILL REIMBURSE CITY*)

Catering

- All catering and catering staff
- Bus and dressing room rider requirements of artists

Production manager and associated functions listed below - load-in / load-out and show

- PA's
- Runners
- Rental cars / vans
- Backstage towels for artist

Medical

- Vanderbilt life flight

City will provide and Promoter will pay for the following:

Front of House

- **Security** - City provides - Promoter reimburses
- **Cleaning** - City provides - Promoter reimburses
- **Box Office** - City provides - Promoter reimburses

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/08/2022

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 Aon Risk Insurance Services West, Inc. 707 Wilshire Blvd., Suite 2600 CA License #0363334 Los Angeles CA 90017-0460	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B: National Fire & Marine Insurance Company</td> <td>20079</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: National Fire & Marine Insurance Company	20079	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Zurich American Insurance Company	16535														
INSURER B: National Fire & Marine Insurance Company	20079														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Live Nation Worldwide, Inc. c/o 9348 Civic Center Drive Beverly Hills, CA 90212															

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	☒ COMMERCIAL GENERAL LIABILITY	Y	N	GLO1064137 04	11/01/2021	11/01/2022	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	☒ Contractual						MED EXP (Any one person)	\$ Excluded
	☐ SIR applies						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000
	☐ POLICY ☐ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:						Liquor Liability	\$ 1,000,000
A	AUTOMOBILE LIABILITY	Y	N	BAP 1064134 04	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY							\$
B	☒ UMBRELLA LIAB	Y	Y	42-UMO-319606-01	11/07/2021	11/01/2022	EACH OCCURRENCE	\$ 10,000,000
	☒ EXCESS LIAB						AGGREGATE	\$ 10,000,000
	DED ☒ RETENTION \$ 25,000							\$
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N		WC 1064130 04 WC 1064136 04	11/01/21 11/01/21	11/01/22 11/01/22	☒ PER STATUTE ☐ OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
	Workers Compensation is evidenced for employees of the insured only							

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

RE: RFQ/Contract Number 6513829

Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as additional insured on the liability policies, but only with respect to liability that arises out of the acts or omissions of the Named Insured; or, those persons or organizations with whom the Named Insured has agreed to provide this insurance under written contract, but only to the extent of the liability assumed under such contract. Workers Compensation is evidenced for employees of the Named Insured Only.

CERTIFICATE HOLDER**CANCELLATION**

Metropolitan Government of Nashville and Davidson County Purchasing Agent Metro Courthouse Nashville, TN 37201 USA	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 <i>Aon Risk Insurance Services West, Inc.</i>
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POLICY NUMBER:GLO 1064137 04

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name Of Additional Insured Person(s) Or Organization(s):****Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: BAP1064134 04

COMMERCIAL AUTO
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Live Nation Entertainment, Inc.**Endorsement Effective Date: 11/01/2021****SCHEDULE****Name Of Person(s) Or Organization(s):**

Any person or organization to whom or to which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Certificate Of Completion

Envelope Id: 2838DF73A4E24CC08D354F23F10A6488

Status: Completed

Subject: Metro Contract 6513829 with Live Nation Worldwide, Inc (Municipal Auditorium)

Source Envelope:

Document Pages: 29

Signatures: 5

Envelope Originator:

Certificate Pages: 17

Initials: 1

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Enveloped Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

prg@nashville.gov

IP Address: 170.190.198.185

Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

5/11/2022 5:32:18 PM

prg@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and

Location: DocuSign

Davidson County

Signer Events**Signature****Timestamp**

Michelle A. Hernandez Lane

michelle.lane@nashville.gov

Chief Procurement Officer/Purchasing Agent

Metro

Security Level: Email, Account Authentication
(None)*Michelle A. Hernandez Lane*

Sent: 5/11/2022 6:05:31 PM

Viewed: 5/12/2022 3:48:34 PM

Signed: 5/23/2022 5:19:44 PM

Signature Adoption: Pre-selected Style

Signed by link sent to michelle.lane@nashville.gov

Using IP Address: 172.58.147.70

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Blake McDaniel

blake.mcdaniel@caa.com

Security Level: Email, Account Authentication
(None)*Blake McDaniel*

Sent: 5/23/2022 5:19:47 PM

Viewed: 5/23/2022 5:20:45 PM

Signed: 5/23/2022 5:21:22 PM

Signature Adoption: Pre-selected Style

Signed by link sent to blake.mcdaniel@caa.com

Using IP Address: 155.190.21.5

Electronic Record and Signature Disclosure:

Accepted: 5/23/2022 5:20:45 PM

ID: b9416e26-43a1-419c-a7f9-10d2651b5284

Kelly Flannery/TJE

Tom.Eddlemon@nashville.gov

Director of Finance

Security Level: Email, Account Authentication
(None)*Kelly Flannery/TJE*

Sent: 5/23/2022 5:21:28 PM

Viewed: 5/23/2022 5:34:30 PM

Signed: 5/25/2022 10:52:10 AM

Signature Adoption: Pre-selected Style

Signed by link sent to Tom.Eddlemon@nashville.gov

Using IP Address: 170.190.198.190

Electronic Record and Signature Disclosure:

Accepted: 5/25/2022 10:51:53 AM

ID: 12e29ca0-8840-447f-81c3-c9be20503674

Signer Events	Signature	Timestamp
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/25/2022 11:41:31 AM ID: 2beb22bb-bb1e-4342-b08c-27f607467aea	Completed Signed by link sent to sally.palmer@nashville.gov Using IP Address: 170.190.198.100	Sent: 5/25/2022 10:52:13 AM Viewed: 5/25/2022 11:41:31 AM Signed: 5/25/2022 11:46:55 AM
Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/25/2022 5:05:30 PM ID: 8fb3feef-6bce-46ee-9b98-731d1f6c2cce	<i>BC</i> Signature Adoption: Pre-selected Style Signed by link sent to balogun.cobb@nashville.gov Using IP Address: 170.190.198.185	Sent: 5/25/2022 11:46:59 AM Viewed: 5/25/2022 5:05:30 PM Signed: 5/26/2022 8:27:02 AM
Ann Mikkelsen ann.mikkelsen@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/26/2022 11:18:42 AM ID: d72d0a97-5281-49bd-85c4-fbfb12a23949	<i>Ann Mikkelsen</i> Signature Adoption: Pre-selected Style Signed by link sent to ann.mikkelsen@nashville.gov Using IP Address: 170.190.198.185	Sent: 5/26/2022 8:27:05 AM Resent: 5/26/2022 9:00:26 AM Viewed: 5/26/2022 11:18:42 AM Signed: 5/26/2022 11:21:36 AM
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/26/2022 1:14:02 PM ID: 51f6ccc0-3cb8-4b1e-b205-dc75615013a1	<i>Austin Kyle</i> Signature Adoption: Pre-selected Style Signed by link sent to publicrecords@nashville.gov Using IP Address: 170.190.198.100	Sent: 5/26/2022 11:21:39 AM Viewed: 5/26/2022 1:14:02 PM Signed: 5/26/2022 1:14:16 PM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/26/2022 9:00:21 AM ID: 3d68aae6-3010-4704-81ec-25af9eed29b	VIEWED Using IP Address: 170.190.198.100	Sent: 5/25/2022 11:46:58 AM Viewed: 5/25/2022 11:47:46 AM Completed: 5/26/2022 1:14:25 PM

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Gary Clay Gary.Clay@nashville.gov Asst. Purchasing Agent Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/11/2022 6:05:29 PM Viewed: 5/12/2022 7:54:11 AM
Terri Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/11/2022 6:05:29 PM
Taneisha Alexander Taneisha.Alexander@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/22/2022 1:59:56 PM ID: bb2db439-e27a-44af-9bb8-ab590fa8d21b	COPIED	Sent: 5/11/2022 6:05:29 PM
Dustin Owens Dustin.Owens@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/13/2022 9:12:37 AM ID: 6ff091be-46df-4fa1-806a-fd156b4212dc	COPIED	Sent: 5/11/2022 6:05:30 PM Viewed: 5/12/2022 2:20:42 PM
Sally Williams Sallywilliams@livenation.com President, Nashville Music & Business Strategy Live Nation Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/9/2022 1:08:47 PM ID: 2632d134-ee10-4012-8eb4-f7baa5907039	COPIED	Sent: 5/11/2022 6:05:30 PM
Christopher Wood Christopher.Wood@nashville.gov Director, BAO Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/26/2022 1:14:18 PM
Don Harris Donald.Harris@nashville.gov Department Head Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/1/2021 8:58:55 AM ID: fc3a706a-7a15-42fe-8dff-5ef1af60bed9	COPIED	Sent: 5/26/2022 1:14:19 PM

Carbon Copy Events	Status	Timestamp
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/29/2021 9:46:41 AM ID: b64cc054-f106-4570-a33d-2a6a0d637898	COPIED	Sent: 5/26/2022 1:14:20 PM
Jessica Angulo jessica.angulo@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/26/2022 1:14:21 PM
Tracey Rhodes tracey.rhodes@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/26/2022 1:14:22 PM
Darrin Howard Darrin.Howard@nashville.gov Event Administrator Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/26/2022 1:14:23 PM
Bryan Benson bryan.benson@livenation.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/26/2022 1:14:24 PM
Grant Lyman grant.lyman@livenation.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/26/2022 1:14:25 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/11/2022 6:05:29 PM
Certified Delivered	Security Checked	5/26/2022 1:14:02 PM
Signing Complete	Security Checked	5/26/2022 1:14:16 PM
Completed	Security Checked	5/26/2022 1:14:25 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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