

RICKY SKAGGS | Reynolds Performance Hall | Conway, AR | CONTRACT DUE BY 02/25/14

Agent: Bobby Cudd | bcudd@paradigmagency.com

THIS PERFORMANCE CONTRACT is dated Monday, February 10, 2014 by and between RS ENTERTAINMENT, INC. ("ARTIST COMPANY"), which shall furnish the services of RICKY SKAGGS ("ARTIST"), and REYNOLDS PERFORMANCE HALL ("PURCHASER") for the engagement listed below on the terms and conditions set forth in this Agreement.

This Performance Contract between ARTIST COMPANY and PURCHASER consists of this principal agreement together with the Additional Terms and Conditions, ARTIST'S RIDER (if any) and any other exhibits and addenda which are attached hereto and incorporated herein by this reference (collectively, this "Agreement").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PURCHASER and ARTIST COMPANY hereby agree as follows:

1. ENGAGEMENT / VENUE:

VENUE: Reynolds Performance Hall
 ADDRESS: University of Central Arkansas 223 Beatrice Powell Street
 Conway, AR 72035
 United States
 DATE OF SHOW(S): Sat, Jan 24, 2015 7:30PM SET LENGTH:90 mins
 NO.OF SHOWS: 1

2. COMPENSATION:

\$ 25,000.00 guaranteed to ARTIST (the "Guarantee").
 Flat Guarantee. Purchaser to provide rooms at Hilton Garden Inn.

3. PAYMENT TERMS:

The balance of the Guarantee shall be paid to and in the name of ARTIST COMPANY by cash or cashier's check not later than the evening of the Engagement.

4. PRODUCTION:

PURCHASER to provide and pay for Sound and Lights, approved by ARTIST.

5. OTHER PROVISION(S):

SUPPORT: PURCHASER to remit payment for Support directly to SUPPORT ARTIST.

6. BILLING:

100% Headline

7. TICKET SCALING AND PRICES:

DESCRIPTION	QUANTITY	COMP	PRICE	TOTAL
P1	0	-	40.00	0.00
P2	0	-	30.00	0.00
P3	0	-	25.00	0.00
Student	0	-	10.00	0.00
CAP: 1,200	TOTALS:	0	0	\$ 0.00 GROSS POTENTIAL
SCALING NOTES				

8. MERCHANDISE:

Soft: 85% to Artist; Artist Sells. 80% if Venue Sells.
 Recorded: 90% to Artist.

RICKY SKAGGS | Reynolds Performance Hall | Conway, AR | CONTRACT DUE BY 02/25/14

Agent: Bobby Cudd | bcudd@paradigmagency.com

9. CONTACT DETAILS:

ARTIST:
RICKY SKAGGS
RS Entertainment, Inc.
c/o Paradigm
124 12th Ave. S. Suite 410
Nashville, TN 37203
615-264-8877

PURCHASER:
Reynolds Performance Hall
University of Central Arkansas
223 Beatrice Powell Street
Conway, AR 72035
501-450-3682
Amanda Horton
AHorton@uca.edu

10. SPECIAL PROVISIONS:

BALANCE PAYMENT: The balance of the Guarantee shall be paid to and in the name of RS ENTERTAINMENT, INC. by cash or cashier's check not later than the evening of the Engagement.

11. ATTACHMENTS:

PURCHASER shall fully comply with and abide by all of the terms and conditions set forth in ARTIST'S RIDER, attached hereto and incorporated herein by this reference, at PURCHASER's sole cost.

The ADDITIONAL TERMS attached hereto form a part of this Agreement and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

PURCHASER

Amanda Horton
Reynolds Performance Hall
University of Central Arkansas
223 Beatrice Powell Street
Conway, AR 72035
E-Mail Contract To:

By _____

Its _____

ARTIST

Charlotte Scott
RS Entertainment, Inc.
c/o Paradigm
124 12th Ave. S. Suite 410
Nashville, TN 37203
615-264-8877
FID: 62-1503260

By _____

Its _____

RICKY SKAGGS | Reynolds Performance Hall | Conway, AR | CONTRACT DUE BY 02/25/14

Agent: Bobby Cudd | bcudd@paradigmagency.com

ADDITIONAL TERMS AND CONDITIONS

1. No performance on 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 Artist relating to and permitting such recording, reproduction or transmission.
2. It is expressly understood by the Purchaser and the Artist who are parties to this contract that neither the Federation nor the Local Union nor Paradigm are parties to this contract in any capacity and, therefore, that neither the Federation nor the Union Local nor Paradigm shall be liable for the performance or breach of any provision hereof.
3. A representative of the Local Union, or the Federation, shall have access to the place of engagement covered by this contract for purposes of communicating with the Artist performing the engagement and the Purchaser.
4. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond Artist's control.
5. Provided Artist is ready, willing, and able to perform, Purchaser agrees to compensate Artist in accordance with the terms hereof, in full, regardless of acts of God, fire, accident, riot, strike, or any event(s) of any kind of character whatsoever.
6. Purchaser's violation or failure to perform or fulfill any of the terms, covenants or conditions set forth in this agreement shall constitute a material breach, which shall entitle Artist not to appear or perform for any performance(s) of this engagement without any liability to Purchaser; and in such event, Purchaser shall be obligated to Artist for the full amount of compensation guaranteed to Artist, in addition to any and all other remedies for such breach which remedies shall be cumulative. In addition, if, on or before the date of any scheduled performance, Purchaser has failed, neglected or refused to perform any contract with any other performer for any earlier engagement, or if the financial standing or credit of Purchaser has been impaired or is in Artist's opinion unsatisfactory, Artist shall have the right to demand the payment of all compensation forthwith. If Purchaser fails or refuses to make such payment forthwith, Artist shall have the right to cancel Artist's engagement by notice to Purchaser to that effect, and in which event Artist shall retain any amounts theretofore paid by Purchaser. Each term covenant and condition hereof is an essential condition precedent to Artist's obligation to perform and any breach by Purchaser shall entitle Artist to recover, without limitation, damages for any loss of good will and injury to Artist's reputation, all costs and disbursements of Artist in reliance upon this engagement and Artist's actual attorney's fees and costs in connection with any suit, arbitration or other proceeding whether or not reduced to final judgment or award, arising out of this contract or engagement or to enforce the terms hereof.
7. Purchaser shall first apply any and all receipts derived from the entertainment presentation to the payments required hereunder. All payments shall be made in full without any deduction whatsoever.
8. In the event the payment to Artist shall be based in whole or in part on receipts of the performance(s) hereunder, Purchaser agrees to deliver to Artist a certified statement of the gross receipts of each performance within two (2) hours following such performance. Artist shall 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 this engagement only.
9. Purchaser agrees to furnish at its own expense on the date and at the time of the performance(s) above-mentioned, all that is necessary for the proper presentation of the entertainment presentation, including a suitable theater, hall or auditorium, well heated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and public address system in perfect, working condition including microphones in number and quality required by Artist, dressing rooms, all necessary electricians and stage hands, all lights, tickets, house programs, all licenses including musical performing rights licenses, special police, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising and publicity including but not limited to bill-posting, mailing and distribution of circulars, display newspaper advertising in the principal newspapers and Purchaser shall pay all other necessary expenses in connection therewith. Purchaser will pay all music royalties in connection with Artist's use of music, and in addition, the costs of any musicians (including Contractor) other than those furnished by Artist as part of Artist's regular company. Purchaser agrees to pay all amusement taxes. Purchaser shall comply with all regulations and requirements of any union or unions that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by Purchaser and Artist. Purchaser agrees to comply promptly with Artist's directions as to stage settings for the performance hereunder. If Artist so requires, Purchaser will furnish at its own expense all necessary facilities, electricians, stagehands 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 required for the proper presentation of the entertainment presentation hereunder, and any rehearsals therefore, except for those items and personnel which ARTIST herein specifically agrees to furnish.
10. Artist shall have the sole exclusive control over the production, presentation and performance of the engagement hereunder, including but not limited to the details, means and methods of the performances of the performing Artists hereunder, and Artist shall have the sole right as Artist may see fit to designate and change at any time the performance personnel other than the Artist hereinafter specifically named.
11. Nothing in this agreement shall require the commission of any act contrary to 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 Artist to Purchaser hereunder and wherever there is any conflict between any provision of this Agreement and any 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.
12. This constitutes the sole, complete and binding agreement between the parties hereto. This Agreement may not be changed, modified or altered except by an instrument in writing signed by both parties. This Agreement shall be construed in accordance with the laws of the State of New York. Purchaser shall not have the right to assign this Agreement, or any provision thereof, but Artist shall have the right from time to time, and at any time, to assign its rights and/or delegate its obligations hereunder, in whole or in part to any person, firm or Corporation.
13. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make 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 authority to do so, and such person hereby personally assumes liability for the payment of said price in full.
14. If Purchaser is providing air transportation, Artist management is to receive hard tickets (or the financial equivalence) NO E-TICKETS, no less than 1 (one) month prior to engagement, or date may be cancelled and deposit (whether received or due) will be forfeited.
15. PARADIGM ACTS ONLY AS AGENT FOR ARTIST AND ASSUMES NO LIABILITY.

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) RS Entertainment, Inc. f/s/o Ricky Skaggs	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 329 Rockland Road	Requester's name and address (optional)
City, state, and ZIP code Hendersonville, TN 37075	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number 62 1503260

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person	<i>Barbara J. Kimes</i> Bookkeeper	Date ▶ 1-6-12
------------------	--------------------------	------------------------------------	----------------------

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**Ricky Skaggs
Bluegrass Production Rider**

This production rider regarding the contract dated _____ between RS Entertainment, Inc. f/s/o Ricky Skaggs (ARTIST) and _____(BUYER) for the engagement on _____ in _____, is part of the attached contract and thereby incorporated by reference.

Following is all necessary production information for the above mentioned performance. Please give this information to your in-house production crew or your contracted production company.

I. STAGING

- A. Minimum stage size: 24' width x 16' depth x 1' height. For taller stages place steps up stage left and up stage right to facilitate access.**

- B. Stage surface must be level and cleared of any equipment not being used in conjunction with date.**

- C. 12' wide x 8' deep space to be used in house for house audio console and lighting console. This will be in house center approximately 65' from center of stage. Two (2) 3'x 8' banquet tables to be placed at load-in for consoles.**

- D. The following requirements pertain to outdoor shows only:**
 - 1. Stage covering must cover entire performance and monitor mix area at a minimum height of 10' above stage surface.**
 - 2. House sound and lighting covering must be 12' wide x 8' deep at a height of 7' above ground.**

II. LIGHTING

The following are practical suggestions for lighting the production:

A. Front truss / position:

- 1. Six (6) ellipsoidals or PAR 64s to provide a 6 kilowatt wash.**
- 2. One (1) 1 kilowatt ellipsoidal special.**

B. Rear truss / position;

Four (4) washes of 1 kilowatt fresnels or PAR 64s at 4 kilowatts per wash.

C. Appropriate dimmer racks and light console to operate light rig.

D. Two (2) Super trouter spotlights (or equivalent) in good working order with gel changers.

E. Experienced light board operator and two (2) experienced spotlight operators.

F. Clearcom headset system with individual stations for: spotlights (two), lighting console, dimmers, and house lights.

III. FOH SYSTEM

A. House Console: 40 channel or larger mixing console with four (4) band parametric EQ, insert jacks, and at least one (1) post fader auxiliary send (Midas, Yamaha, or better quality console). NO BOSE OR MACKIE SOUND SYSTEM TO BE USED AT ANY TIME.

B. House Outboard Gear:

1. Reverb: One (1) high quality reverb. Acceptable units are Lexicon PCM 80, Yamaha SPX 900 or like quality units.

2. Compressors: Eight (8) channels of compression. Acceptable units are BSS, dbx 160A, dbx 166AA or better quality units.

C. High quality 3, 4, or 5 way sound system capable of providing clear, undistorted, evenly distributed direct sound throughout venue. System must be able to sustain musical program of frequencies from 20 Hz to 20 kHz

(+ or - 3 dB) at mean level of 108 dB and handle peak levels of 116 dB, measured (C weighting) from house mix position.

Acceptable speaker components are EAW, JBL, Meyer, EV, Vertec Line Arrays or comparable units.

D. System should be set up in stereo with two (2) one-third octave equalizers, two (2) high

quality limiters for mains, high quality active crossover and snake. Please also provide a CD player for tuning system and pre-show music.

E. Two (2) positions of intercom: house mix position and monitor mix position.

F. See attached Bluegrass Stage plot and Input List for position of on-stage gear, microphone and DI specifications, and configuration of system inputs. System requires sufficient microphone stands, microphone clips and cables to support all input needs.

IV. MONITOR SYSTEM

We provide our own monitor world including a digital console and IEM wireless unless otherwise requested.

V. BACKLINE (none) unless specified in advance.

VI. DRESSING ROOM

A. When possible. Please provide two (2) dressing rooms: one (1) room for Ricky Skaggs, one (1) room for his band. Each room should have adequate lighting, air conditioning or heating (as appropriate to weather), electrical outlets, Internet access when available and a private bathroom facility with hot and cold running water and mirrors.

B. BUYER agrees to be solely responsible for the security of items in the dressing rooms.

VII. CATERING

A. During day of production, please provide one (1) pot of black coffee, twenty-four (24) small bottles of spring water, assorted bottles of fruit juices, assorted soft drinks diet and regular, coffee cups, and seven (10) hand towels.

B. When possible, please provide eleven (11) full course hot meals preferably consisting of the following: entree (chicken, fish, fajitas, BBQ, steak, or roast beef), three (3) vegetables, dinner salad with choice of dressing, dessert, and drinks (spring water, assorted fruit juices, iced tea,

soft drinks, coffee). No alcoholic beverages please.

VIII. SECURITY

A. BUYER will provide security for Ricky Skaggs' dressing rooms, backstage door, any stage access, house and lighting position and bus. No one is to be allowed backstage either prior, during, or after performance without approval of RS Entertainment, Inc. personnel. Consult Road Manager to coordinate security.

B. BUYER will make a reasonable effort prior to, during, and after the performance to maintain an orderly audience.

C. Ricky Skaggs personnel shall have access to all areas of venue.

IX. VENUE ACCESS AND STAGE HANDS

A. ARTIST personnel require three (3) hours of uninterrupted load-in, set-up, and soundcheck time prior to audience admission to the performance venue.

B. BUYER shall provide support for load in and load out. A minimum of 3 stage hands.

C. BUYER shall provide parking for one (1) forty-five (45') foot tour bus at stage entrance. If available, shore power for bus would be appreciated: 220 Volt service (2 hot, 1 neutral, 1 ground), 30 Amps per leg.

D. BUYER agrees that ARTIST's show start time will be no later than 9:00 p.m

X. BOX OFFICE

A. BUYER to furnish a box office statement and unsold tickets or computer printout after Ricky

Skaggs' show has started. This does not apply where ARTIST'S fee is a flat rate guarantee.

B. The release of any box office information (gross ticket sales, attendance, etc.) to any individual, media or trade publication, without the express written consent of RS Entertainment, Inc. is strictly prohibited.

C. ARTIST requests sixteen (16) tickets positioned in the first ten (10) rows center front. These are to be held for ARTIST's use only.

XI. ADVERTISING AND PROMOTION

A. There will be no audio or video equipment brought in by ticket buyers unless authorized in advance by RS Entertainment, Inc. Audio taping, videotaping, or broadcasting of a Ricky Skaggs performance, without the expressed written consent of RS Entertainment, Inc., is strictly prohibited. Flash photos are permitted.

B. All advance interviews, special promotions, or other needs involving radio, television, or press must be cleared through RS Entertainment, Inc. at least three (3) working days prior to the interview deadline or start of promotion. Contact Charlotte Scott 615-264-8877.

C. There will be no signs, cards, banners, or any advertising material within fifty (50) feet of the stage, nor shall the name Ricky Skaggs be used or associated directly or indirectly with any product or service without the express written consent of RS Entertainment, Inc.

D. ARTIST shall receive 100% equal billing in all advertising and publicity including, but limited to, air time, newspaper and trade ads, fliers, posters, marquees, etc.

E. Photos and other press materials can be obtained through RS Entertainment, Inc.

XII. CANCELLATION

A. In the event that this engagement is not presented on the day and time scheduled because of

inclement weather, the ARTIST shall be paid in full provided they are present and ready to perform.

B. ARTIST'S obligation hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Act of God, riot, strikes, and labor disputes, epidemics, and any order or act of public authority, or any other cause similar or dissimilar, beyond ARTIST's control.

C. ARTIST shall have the right to cancel the engagement, without liability, upon written thirty (30) days notice to BUYER prior to performance.

XIII. ANTICIPATED BREACH OF CONTRACT

It is expressly agreed that Paradigm has the right, on behalf of the Artist at anytime, to require payment in full prior to ARTIST'S departure for engagement(s) mentioned on the face of this contract. The BUYER'S failure to comply with these provisions shall be considered willful breach of contract and all deposits in possession of Paradigm shall be retained on behalf of the Artist.

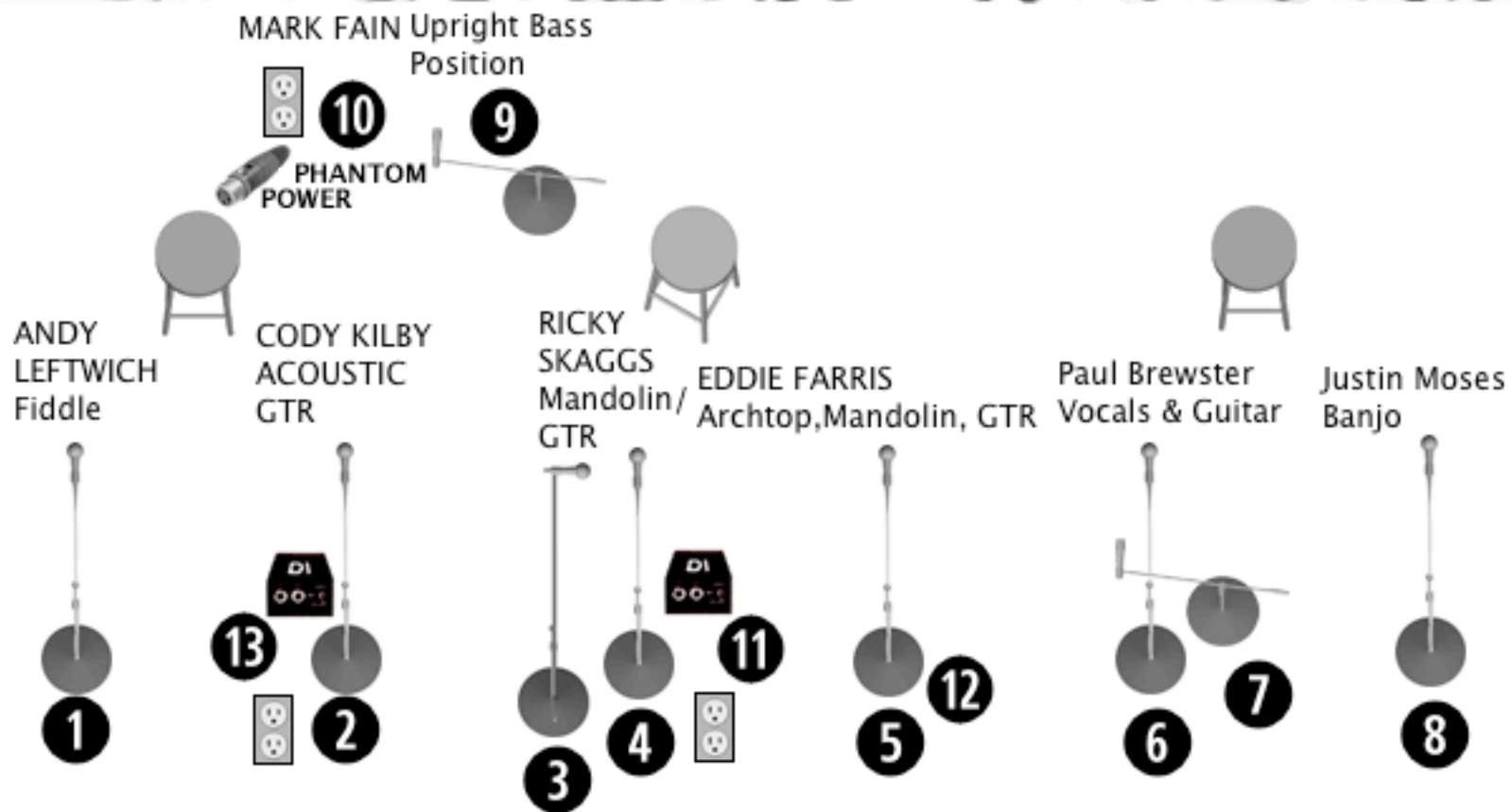
ACCEPTED AND AGREED TO:

BUYER

ACCEPTED AND AGREED TO:

RS Entertainment, Inc f/s/o Ricky Skaggs /FED ID# 62-1503260

1	Andy Fiddle	Microphone	Tall Boom Stand
2	Cody Gtr	Microphone	Tall Boom Stand
3	Ricky Mandolin	Microphone	Tall Boom Stand
4	Ricky Vocal	Microphone	Tall Boom Stand
5	Eddie Vocal	Microphone	Tall Boom Stand
6	Paul Vocal	Microphone	Tall Boom Stand
7	Paul Guitar	Microphone	Medium Boom Stand
8	Justin Banjo	Microphone	Tall Boom Stand
9	Mark Bass	Microphone	No Stand
10	Mark Bass	Di Preamp	No Stand
11	Ricky Guitar	Aura Preamp/needs ac	
12	Eddie Guitar	Wireless//Dpa Microphone	
13	Andy Fiddle Di.	Aura Preamp/needs ac	
14	Cody Guitar Di	Aura Preamp/needs ac	
15			
16			



1 Fiddle Andy
2 Guitar Cody
3 Mandolin Ricky
4 Vocal Ricky
5 Vocal Eddie
6 Vocal Paul
7 Guitar Paul
8 Banjo Justin
9 Bass Mic.
10 Bass Di

11 Guitar Di Ricky
12 Wireless mic Guitar
13 Guitar Di Cody

Production Manager:
Jason Singleton
615-306-2412
jayboaudio@gmail.com