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3rd Floor  
Beverly Hills, CA 90210  
USA  
Phone: +1 +1 310-859-4086  
email: DCJ@wmeagency.com

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**NELLY**

NELLY, INC.

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

Agreement made 11 Mar 2024 between NELLY, INC. (hereinafter referred to as "PRODUCER") furnishing the services of NELLY (hereinafter referred to as "ARTIST") and UNIVERSITY OF FLORIDA/Justin Donnelly (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

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

1. **ENGAGEMENT VENUE(S):**

STEPHEN C. O'CONNELL CENTER  
250 Gale Lemerand Dr  
Gainesville, FL 32611  
USA

2. **DATE(S) OF ENGAGEMENT:**

Tue 09 Apr 2024

a. Number of Shows:

1

b. Show Schedule(s):

06:00 PM: Doors 60

07:30 PM: NELLY; (45 min.) Artist to incorporate speaking/storytelling elements and crowd engagement within the set.

~~TBA: Q&A; (20 min.)~~

10:00 PM: Curfew

Venue: Indoors

3. **BILLING (in all forms of advertising):**

An Evening with Nelly

4. **COMPENSATION:**

\$150,000

Sixty

~~\$150,000.00~~ USD (One Hundred Fifty Thousand U.S. Dollars) flat GUARANTEE.

**REIMBURSEMENT(S):**

~~\$6,250.00 USD for Travel~~

~~\$3,750.00 USD for Staffing~~

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

5. **PRODUCTION AND CATERING:**

To be advanced

PURCHASER shall provide and pay for, at no cost to the ARTIST, stage, sound and lights. PURCHASER to provide and pay for, at no cost to the ARTIST, backline per advance. Backline not to exceed 50k. To be advanced

PURCHASER shall provide and pay for, at no cost to the ARTIST mutually agreeable catering and dressing room hospitality To be advanced

**Production Contact:**

Jess Claar  
+1(732) 818-9600 (off.)

jess@degy.com

**6. TRANSPORTATION AND ACCOMMODATIONS:**

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

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

**7. SPECIAL PROVISIONS:**

HOSPITALITY: PURCHASER shall provide and pay for, at no cost to ARTIST, all <sup>reasonable</sup> hospitality requirements as set forth in ARTIST's rider attached hereto. To be advanced

RIDER: PURCHASER shall fully comply with and abide by all of the <sup>reasonable</sup> terms and conditions set forth in ARTIST's Rider, attached hereto and incorporated herein by this reference, at PURCHASER's sole cost. To be advanced

MARKETING: PRODUCER shall make reasonable, good faith efforts to cause ARTIST to engage in active online social media relation to Date of engagement, however, ARTIST shall not be committed to a number or frequency of posts.

ADVERTISING: All advertising (print/radio/internet/promotions) must be approved by manager/agent in writing before going on sale and/or announcing this performance.

STAGE/SET TIME: ARTIST and/or ARTIST's authorized representative shall approve in writing stage and set times and scheduled performance position. With regard to the performance, position must be agreed to in writing prior to any public announcement of the show.

Show date, set time, slot, stage, billing position, and counter-programming, must be mutually agreed in writing by Jordan Stone (Stone@wmeagency.com). For the avoidance of doubt, Purchaser may not announce such details without prior, written authorization from WME.

50 miles for 30 days before and after

**8. ARTIST RIDER:**

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

**9. CURRENCY AND EXCHANGE RATE:**

**10. PAYMENT TERMS:**

~~a. DEPOSIT in the amount of shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC (No Deposit, Payment in full NET40 following the performance via University check or wire to WME)~~

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

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC  
ATTN: Dana Jeter  
9601 Wilshire Boulevard  
3rd Floor  
Beverly Hills, CA 90210  
USA

OR via bank wire as follows:

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

Account Name: WME Entertainment, LLC  
 [Redacted]

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

b. BALANCE of the monies shall be paid to and in the name of PRODUCER by ~~certified or cashier's~~ check or bank wire (as designated by PRODUCER), to be received by PRODUCER ~~not later than prior to the first show of the Engagement.~~

NET30

e. Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER in cash (if requested by PRODUCER, and to the extent permitted by law), or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

d. In the event the full price agreed upon to be paid by PURCHASER does not include percentages or overages, and the actual gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER in cash (if required by PRODUCER and to the extent permitted by law) or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

**11. SCALING AND TICKET PRICES:**

	CAP.	TYPE	PRICE	COMPS	KILLS	SELLABLE	FAC.FEE	PARKING	CHARITY	TIC.FEE	VIP	SCNDRY	OTHER	NET PRICE	GROSS POT.
Tue 09 Apr 6:00 PM	6,000	GA Seated		0	0	0									
	6,000			0	0	0									

**SCALING NOTES:**

Scaling: Closed  
 Comps: 20

ADJUSTED GROSS POTENTIAL:  
 TAX:  
 NET POTENTIAL:

**12. EXPENSES:**

TYPE	FLAT AMOUNT	% AMOUNT	PER TICKET	MAX AMOUNT	NOTES
Staffing	\$3,750.00				
Travel	\$6,250.00				
<b>Expense Totals</b>	<b>\$10,000.00</b>				

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

**13. MERCHANDISING:**

Artist sells; All Merchandise: 75.00% of proceeds to ARTIST. MFN.

**14. VISAS AND WORK PERMITS:**

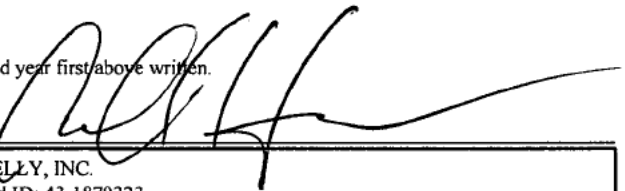
15. TAXES:

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

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

By: 

UNIVERSITY OF FLORIDA  
~~Justin Donnelly~~ James Tyger  
J. Wayne Reitz Union  
PO Box 118505  
Gainesville, FL 32611  
USA

By: 

NELLY, INC.  
Fed ID: 43-1870323

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

## ADDENDUM "A"

## ADDITIONAL TERMS AND CONDITIONS

A. COMPENSATION <sup>Flat guarantee</sup>

(1) Unless otherwise specified, all payments shall be made in full without any deductions whatsoever. ~~If not already indicated on the face page of this Agreement, PURCHASER will advise PRODUCER, or PRODUCER's agent, promptly upon request (but in no event later than the on-sale date), of the net admissions prices for the entertainment presentation and shall further disclose any added charges and applicable tax in connection therewith.~~

~~(2) In the event the payment to PRODUCER shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance within two (2) hours following such performance. PRODUCER shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of the Engagement.~~

~~(3) In the event that the payment of PRODUCER's share of said performance(s) receipts is based in whole or in part upon expenses related to the Engagement, PURCHASER shall verify by paid receipts, cancelled check or similar documents all such expenses, or they shall not be included as an expense of the Engagement.~~

~~(4) In the event the payment to PRODUCER does not include a percentage payment, if the actual gross box office receipts from the Engagement exceed the gross potential as stated on the face of this Agreement or as otherwise agreed in writing between the parties, such excess shall be immediately paid in full to PRODUCER in cash. STET~~

B. TICKETS <sup>Flat guarantee</sup>

~~(1) PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from PRODUCER. STET~~

~~(2) ALL TICKETS MUST BE NUMBERED. NO TICKETS SHALL BE PRICED AT MORE THAN THE AGREED UPON PRICE EXCLUSIVE OF VALUE ADDED TAX OR OTHER SALES BASED TAX WITHOUT PRODUCER'S PRIOR APPROVAL.~~

~~(3) If ticket price sealing shall be varied in any respect, the percentage of compensation payable to PRODUCER shall be based upon whichever of the following is more favorable to PRODUCER: (i) the ticket price sealing set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price sealing in effect for the Engagement.~~

~~(4) The PRODUCER's representative shall have the right to inspect ticket racks and all box office and other records with respect to such receipts, including, but not limited to, unsold tickets, printed but unsold tickets (so-called "deadwood") and stubs of tickets sold, for the purpose of verifying the statements. PRODUCER's representative will upon request be admitted to the box office at all times during the sale of tickets for the Engagement hereunder.~~

~~(5) There shall be no dynamic ticket pricing unless mutually agreed upon by PRODUCER and PURCHASER in writing. In the event the parties agree to participate in dynamic ticket pricing all terms thereof shall be subject to mutual written approval including, without limitation, all ticket prices and adjustments thereto, sealing, gross box office potential and additional ticketing charges (if any). All elements thereof, including, without limitation, all ticket pricing/sealing/adjustments, ticketing charges (if any) and final gross revenue must be transparent and presented at settlement in writing to PRODUCER to evidence compliance with the foregoing.~~

~~(6) PURCHASER agrees that any inclusion of ARTIST's performance hereunder in a subscription or other type of series is subject to the prior written consent of PRODUCER.~~

~~(7) PURCHASER shall not commit ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without PRODUCER's prior, written consent, which shall be given or withheld in PRODUCER's sole discretion.~~

C. FACILITIES <sup>Industry standard</sup>

~~(1) PURCHASER agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper and lawful presentation of the Engagement, including, without limitation, a suitable venue, well-heated, ventilated, lighted, clean and in good order, ~~stage curtains, properly tuned grand piano or pianos~~ and all necessary ~~first class~~ sound equipment in ~~perfect~~ working condition including amplifiers, microphones in number and quality required by PRODUCER, dressing rooms (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and stage hands, all necessary ~~first class~~ lighting, tickets, house programs, all licenses (including musical performing rights licenses), adequate security, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all other necessary expenses in connection therewith.~~

~~(2) PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in the attached ARTIST Rider, unless otherwise agreed by PRODUCER and PURCHASER in writing. Exact requirements to be advised if same differs from ARTIST Rider specifications.~~

~~(3) PURCHASER will pay all music royalties in connection with PRODUCER's use of music, and in addition, the costs of any musicians (including contractor) other than those furnished by PRODUCER as part of PRODUCER's regular company.~~

~~(4) PURCHASER agrees to pay all amusement taxes, if applicable.~~

~~(5) PURCHASER shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and PRODUCER.~~

~~(6) If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands and other personnel for lighting and dress rehearsals. PURCHASER shall furnish at its own expense all other items and personnel including, but not limited to, any and all personnel, including musicians, as may be required by any national or local union(s) required for the proper presentation of the performance hereunder, and any rehearsals therefore, except for those items and personnel which PRODUCER herein specifically agrees to furnish.~~

~~(7) PURCHASER shall ensure compliance with all applicable requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).~~

~~(8) PURCHASER shall be solely responsible for providing a safe environment for the Engagement, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Engagement and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). PRODUCER/ARTIST shall not have any liability for any damage or injury caused by such Adverse Conditions.~~

**D. PRODUCTION CONTROL** Artist will consult with Purchaser per advance regarding production. Producer/Artist will have sole creative control. Producer/Artist/Purchaser will have shared control of volume, decibel level, venue etc.

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

**E. EXCUSED PERFORMANCE**

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

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

**F. INCLEMENT WEATHER** Rain or shine, indoor event

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

**G. PRODUCER'S RIGHT TO CANCEL** STET

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

**H. BILLING**

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

**I. MERCHANDISING**

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

**I. NO RECORDING/BROADCAST**

STET as amended to the extent permitted by law

PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER or venue employees, representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof) and/or ARTIST and/or PRODUCER's personnel at any time during the Engagement. In the event PRODUCER does so grant any of the aforementioned rights, such rights shall be subject to a separate written agreement and PURCHASER shall be responsible, at PURCHASER's sole cost and expense, for securing any and all necessary third party rights, licenses, clearances, and permissions (including, but not limited to, all necessary publishing and record label clearances) required in connection with PURCHASER's capture and/or exploitation of the same. ~~Notwithstanding the foregoing, and further to any additional obligations of PURCHASER to indemnify PRODUCER/ARTIST contained in this Agreement, PURCHASER shall indemnify and hold harmless PRODUCER and ARTIST from any and all damage(s) it, or they, may sustain as a result of PURCHASER's failure to comply herewith~~ ~~except to the extent directly caused by ARTIST's negligence or willful misconduct~~ ~~Credentialed members of the media may take non flash video during the first 30 seconds of the first 3 songs. Patrons will not be permitted to have professional cameras, but will be allowed cell phones in the venue. Per advance and approval by ARTIST.~~

**K. PURCHASER DEFAULT**

Purchaser must be notified in writing of any alleged breach, failure, wrong doing or the like. Upon written receipt of allegation purchaser shall ~~have no less than 72 hours to~~ cure.

(1) In the event PURCHASER refuses or neglects to provide any of the items herein stated or comply with any provisions hereunder, and/or fails to promptly make any of the payments as provided herein and/or fails to proceed with the Engagement and/or fails to furnish PRODUCER or ARTIST with any documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, then any such failure shall be deemed a substantial and material breach of this Agreement and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; ~~(ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such breach; (iii) receive the full GUARANTEE (or the unpaid balance thereof) plus all other payments and other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.~~ ~~cure within a reasonable time prior to the performance and breaches concerning failure to remit payment to be cured immediately.~~

(2) ~~If, on or before the date of any scheduled engagement, PURCHASER has failed, neglected, or refused to perform any contract with PRODUCER/ARTIST, and/or any contract with any third party relating to this Engagement, and/or any other contract with any other performer for any other engagement (whether or not related), or if the financial standing or credit of PURCHASER has been impaired or is in PRODUCER's opinion unsatisfactory, PRODUCER shall have the right to demand payment of the full GUARANTEE and all other compensation due pursuant to this Agreement. If PURCHASER fails or refuses to make such payment forthwith, then any such failure shall be deemed a substantial and material breach of this Agreement, and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies, to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such anticipatory breach; (iii) receive the full GUARANTEE (or balance thereof) and all other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.~~

**L. INSURANCE/INDEMNIFICATION**

Two Million Dollars (\$2,000,000)

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

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

STET as amended: Indemnification is solely to the extent permitted by Florida statute 768.28 and the limitations therein. For the avoidance of doubt, PURCHASER is not waiving any rights to defenses

**M. ROLE OF AGENT**

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

**N. NOTICES**

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

**O. CONTROLLING PROVISIONS**

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

**P. LIMITATION OF LIABILITY**

Damages, if any to be determined in a court of competent jurisdiction

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

**Q. MISCELLANEOUS PROVISIONS**

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

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

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

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



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

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

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

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

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

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

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

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

**UF ENGAGEMENT AGREEMENT-**  
**The University of Florida, Gainesville, Florida**

Invoice/SAR # \_\_\_\_\_ Event Permit # \_\_\_\_\_

This Engagement Agreement is entered into this 19th day of March, 2024 ("Agreement"), between the University of Florida Board of Trustees, a public body corporate of the State of Florida, for and on the behalf of Student Government Productions at the University of Florida ("UF"), and NELLY, INC., through its agent, William Morris Endeavor! ("PRODUCER"), furnishing the services of Nelly ("ARTIST").

UF and PRODUCER (collectively the "Parties" or individually the "Party") mutually agree as follows:

1. **ENGAGEMENT:** UF hereby engages PRODUCER to furnish the services of ARTIST, as described herein ("Engagement" or "Performance"), upon all terms and conditions herein set forth, including without limitation, any and all addenda, ARTIST riders, and exhibits referenced herein, attached hereto and fully incorporated herein by reference.
2. **ENGAGEMENT VENUE(S):** University of Florida O'Connell Center
3. **DATE OF ENGAGEMENT:** April 9, 2024
4. **TIME OF ENGAGEMENT:** 7:30PM to 9:00PM
5. **ARRIVAL TIME:** 10:00AM
6. **LOAD-IN:** 10:00AM **LOAD-OUT:** 9:30PM
7. **TECHNICAL REHEARSALS TIMES:** Begin by 4:00PM and be completed no later than 6:00PM on the date of the performance(s).
- # 8. **COMPENSATION:** UF shall pay \$160,000.00 USD Flat Guarantee, via UF check to either ARTIST or PRODUCER, as specified in the ARTIST Rider (if applicable), attached hereto as Exhibit "A", within thirty (30) business days following the Engagement. UF shall not be responsible for the payment of royalties, union fees, welfare or insurance obligations, or any other obligation not specifically stated in this Agreement.
- #9. **PRODUCTION AND CATERING:**
  - a) Production Contact: Tony Clements (561) 876-7773 tonvclements@ufl.edu
  - b) Production and catering details contained within Exhibit A (if applicable). ARTIST's specific technical requirements including, but not limited to, specific electrical power, amplification equipment, piano or other musical instruments, stage requirements, and other equipment or technical services needed, must be provided to UF by ARTIST at least 7 Business Days prior to the event and must be specifically agreed to in writing by PUCHASER and made a part of this Agreement. Unless otherwise indicated and at ARTIST's request, UF shall provide for grips and stage labor to set up and remove any stage, and to load and unload all equipment to be used in the performance(s) covered by this Agreement.
  - c) ARTIST agrees to provide all equipment and services, except as otherwise provided herein. UF agrees to provide the reasonable equipment and services per advance detailed in Exhibit A (if applicable).
  - d) ARTIST or PRODUCER shall notify UF at least 7 days prior to the Engagement of the expected time of arrival of ARTIST's materials and/or ARTIST's crew.
  - e) The ARTIST must arrive in Gainesville, Florida, and notify Luke Holderman at 407-342-6126 or UF at a mutually agreed upon time by UF and ARTIST. ~~Unless UF is notified of delayed arrival time at least 4 hours before the Engagement time, UF shall have the unilateral option to terminate this Agreement without liability to UF.~~
10. **TRANSPORTATION AND ACCOMMODATIONS:** All transportation and accommodations for ARTIST and PRODUCER, including without limitation, their staff, employees, agents and family members is ARTIST'S or PRODUCER'S responsibility. Transportation and accommodations include, but are not limited to, hotel, air travel, air freight and excess baggage, ground transportation, meals and other incidentals.
11. **SCALING AND TICKETS:** (if applicable)
  - a) UF agrees that written consent of PRODUCER is required prior to inclusion of ARTIST'S Performance hereunder in a subscription or other type of series.
  - b) UF shall not commit ARTIST to any interviews, promotional or other appearances, meet and greets, etc. without PRODUCER'S prior written approval.
  - c) UF agrees to provide tickets for the Performance(s) covered by this Agreement and to offer said tickets for sale at locations to be determined by UF. Tickets for the Performance shall be scaled at the following prices:  
 UF Student tickets at \$0 each  
 General Public tickets at N/A each  
 Other N/A tickets at N/A each
  - d) UF further agrees to provide ticket-takers, door guards, and ushers, as deemed necessary by UF, to supervise admission to the Performance(s).
  - e) For complimentary tickets, ARTIST must provide list of persons or organizations receiving such tickets to UF prior to the date tickets go on sale. The number of complimentary tickets will be determined by mutual written agreement between UF and ARTIST or PRODUCER.
12. **MERCHANDISING:** 75%/25% split - UF 25%
- # 13. **FACILITIES:**
  - a) UF agrees to furnish, at its sole cost and expense on the date(s), time(s), and location(s) of the Engagement as stated above in Sections 2 and 3, all that is necessary for the proper and lawful presentation of the Engagement, in accordance with industry standards and including without limitation, a suitable venue that is temperature controlled, ventilated, lighted, clean and in good order, stage curtains and all necessary sound equipment in working condition including amplifiers, microphones in number and quantity as required by PRODUCER, dressing rooms (clean, comfortable, heated and air-conditioned, near the stage), all necessary electricians and stage hands, all necessary lightening, tickets, house programs, all required licenses (including musical performing rights), adequate security, ushers, ~~ticket sellers~~ (if applicable). UF shall pay all other necessary expenses in connection therewith.
  - b) UF agrees to provide law enforcement and other security personnel as needed, in UF's sole discretion.
  - c) UF shall provide for routine clean-up and janitorial maintenance of the facilities used for the Performance(s) and shall provide custodial personnel as necessary for such purpose.
  - d) UF will further provide, at its sole cost and expense, all reasonable equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in Exhibit A or an attached ARTIST Rider, if applicable, unless otherwise agreed by PRODUCER and UF in writing.
  - e) UF shall comply with all applicable laws and regulations pertaining to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).
  - f) UF, PRODUCER and ARTIST are jointly responsible for providing a safe environment for the Engagement, including but not limited to the following: staging, stage covering, grounding, supervision and direction of the Engagement, and security. The percentage of responsibility for each Party shall be directly related to the decision-making authority or production control set forth herein or in Exhibit A or Artist Rider.
14. **PRODUCTION CONTROL:**
  - a) PRODUCER shall have the creative control over the production and presentation of ARTIST'S performance at the Engagement hereunder, including but not limited to the details, means, methods of the performance, and PRODUCER shall have the right to designate and change the performance personnel other than the ARTIST specified herein, so long as the performance personnel and sound volume/decibel level have been approved in writing by UF.
  - b) UF reserves the right to make announcements at the performance(s) and to take any other steps deemed necessary by UF to protect the safety or welfare of those in attendance.

All production and catering per advance

adequate

**UF ENGAGEMENT AGREEMENT-**  
**The University of Florida, Gainesville, Florida**

#subject to the reasonable and mutually agreed upon terms of the Artist performance agreement, Artist rider and UF engagement addendum

**15. FORCE MAJEURE EVENT:**

- #a) A "Force Majeure Event" shall mean any one or more of the following acts which makes performance under the terms of this Agreement, by UF, PRODUCER or ARTIST, impossible or unsafe and is beyond the control of the UF, PRODUCER or ARTIST: acts of God; act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, act(s) of the public enemy; act(s) of threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which UF, PRODUCER and/or ARTIST reasonably believe jeopardizes the safety of Engagement attendees, ARTIST, and ARTIST's equipment, musicians or other performers, or any of PRODUCER's key personnel; embargoes, labor disputes (including, without limitation, strike, lockouts, job actions, or boycotts); fires; explosions; floods; hurricane warnings issued by any governmental agency for area including location of Engagement; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation; death; disability; illness; injury or other inability to perform
- #b) ARTIST's failure to perform, including anticipated failure to perform, based upon a Force Majeure Event is excused and is not a material breach of this Agreement. Accordingly, UF reserves the right to cancel the Engagement or to substitute any other individual or group performance for ARTIST.
- #c) UF's failure to perform, including anticipated failure to perform, based upon a Force Majeure Event is excused and is not a material breach of this Agreement. ~~Accordingly, ARTIST is not entitled to compensation.~~

**16. RIGHT TO CANCEL ENGAGEMENT/BREACH:** as amended

Producer/Artist to be given a reasonable amount of time to cure any breach once notified in writing now by purchaser

- #a) **UF's right to cancel other than Force Majeure Event:** In the event that (i) ARTIST is not ready to perform at curtain time, or if any performing member(s) is not present, or if the ARTIST arrives at the performance in such a condition as to appear to a reasonable person to be incapable of performing in a reasonably acceptable manner, (ii) ARTIST or PRODUCER creates and unsafe condition that makes the performance dangerous for the patrons and/or UF's employees, or (iii) ARTIST or PRODUCER violate Section 23.b) herein, Compliance with Laws, Regulations, Rules, (iv) ARTIST or PRODUCER fail to comply with the insurance requirement of Section 19.a), then ARTIST or PRODUCER shall be deemed to have committed a substantial and material breach ("Breach") of this Agreement and UF shall have the absolute right in its sole discretion to cancel the Engagement or terminate the performance in progress, and to refuse to compensate ARTIST and PRODUCER accordingly. In such instance, the ARTIST is responsible to pay for any standby musicians required by the American Federation of Musicians or its local. In the event of cancellation caused by ARTIST's unexcused inability to perform, UF reserves the right to cancel the entire contract ~~and be reimbursed by ARTIST for any monies incurred in the advertising, promotion, purchase and printing of tickets, advance sales, box office expense (including refunds), reservation and technical set-up of the facilities for the Engagement, and any other out-of-pocket expenses incurred by UF as well as~~ the right to enforce any other remedies allowed by law, and UF will be relieved of any responsibility under this Agreement in such event. Any failure of ARTIST to perform may be excused only for proven detention by sickness or injury, civil tumult or riot, epidemics, acts of God, or other conditions beyond the control of the ARTIST. ARTIST or ARTIST's agent must notify UF forthwith of any reason which might result in ARTIST's failure to perform on the scheduled date. UF reserves the right to cancel the performance or to substitute any other individual or groups performance for ARTIST if Artist is not able to perform as scheduled.
- #b) **PRODUCER's or ARTIST's right to cancel other than Force Majeure Event:** In the event UF refuses or neglects to provide material items herein stated or refuses or neglects to substantially comply with any provisions hereunder, fails to promptly make any of the payments as provided herein, fails to proceed with the Engagement, or fails to furnish PRODUCER or ARTIST with any documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, then any such failure shall be deemed a Breach of this Agreement. PRODUCER or ARTIST must notify UF of alleged Breach in writing and allow UF no less than seventy-two (72) hours from the time notice is received to cure the Breach. If UF fails to cure the alleged Breach, PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement(s) hereunder; and (ii) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement.

**# 17. NO RECORDING/BROADCAST:**

- a) UF shall use reasonable effort to prevent the recording, photographing or videotaping of ARTIST, without permission, or any portion of the performance. UF's responsibility shall be limited, in any event, to reasonable and lawful action to discover and to terminate such photographing, recording, or videotaping. PRODUCER and ARTIST acknowledge that patrons will be permitted to possess cell phones and non-professional cameras during the performance.
- b) Credentialed members of the media are permitted to take non-flash photographs during the first 5 minutes of speaking engagement or during the first 3 songs of musical engagement.

**18. ROLE OF AGENT:** PRODUCER and ARTIST warrant and represent that PRODUCER has the requisite authority to act as an agent for ARTIST under this Agreement.

**19. INSURANCE:**

- a) Both ARTIST and PRODUCER shall, at its own expense, maintain and carry insurance in full force and effect from the effective date of this Agreement through the completion of the Engagement, with financially sound and reputable insurers, that includes, but is not limited to, commercial general liability, with limits no less than \$1,000,000.00 per occurrence, protecting it and UF from claims for bodily injury (including death) and property damage which may arise from or in connection with ARTIST's and PRODUCER's obligations under this Agreement and the Engagement. ARTIST and PRODUCER shall provide UF insurance certificates evidencing the insurance coverage specified in this Agreement and must list the University of Florida Board of Trustees as an additional insured. A copy of said insurance certificates are available upon request. ARTIST and PRODUCER shall provide UF with 30 days' advance written notice in the event of a cancellation or material change in ARTIST's or PRODUCER's insurance policy. If cancellation or reduction of ARTIST's or PRODUCER's insurance coverage occurs, ARTIST and PRODUCER shall obtain substitute coverage as required under this Agreement, without lapse of coverage to the UF whatsoever. Failure to comply with this Section constitutes a material Breach of this Agreement.
- #b) UF shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers, that includes, but is not limited to, commercial general liability, with limits no less than \$2,000,000.00 per occurrence, protecting it from claims for bodily injury (including death) and property damage which may arise from or in connection with UF's obligations under this Agreement and the Engagement.

**20. LIABILITY:** damages, if any, to be determined in a court of competent jurisdiction

- a) ARTIST is solely responsible for the content of material performed ~~and shall hold UF harmless from any claim of libel, copyright infringement or other alleged illegal use of materials performed by ARTIST at the Engagement covered by this Agreement.~~
- b) Each Party hereby assumes any and all risks of personal injury and property damage attributable to its own negligent acts or omissions and those of its officers, employees, public servants and agents while acting within the scope of their employment, under this Agreement.
- c) The Parties agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of UF or their agents and agencies to be sued; or (3) a waiver of UF's sovereign immunity beyond the limited waiver provided in section 768.28 Florida Statutes.

**UF ENGAGEMENT AGREEMENT**  
**The University of Florida, Gainesville, Florida**

21. **NOTICES:** All notices required or permitted hereunder shall be in writing and sent via email to the following Party representatives:

UF:  
Drew Baker  
(Name)  
  
Student Government  
Productions  
(Organization)  
  
3000 J Wayne Reitz  
Union PO Box  
118505  
(Address)  
  
Gainesville, FL  
32611  
(Address)  
  
352-392-1665  
(Telephone)  
  
dbake94@ufl.edu  
(E-mail)

ARTIST/PRODUCER:  
  
Nelly  
(Name)  
  
NELLY, INC.  
Producer  
~~(Agency)~~  
  
1839 Belt Way Dr  
  
(Address)  
  
St Louis, MO  
63114  
(Address)  
  
~~908-296-2874~~  
~~(Telephone)~~  
  
~~ari@degv.com~~  
~~(E-mail)~~

STET ALL

~~22. **CONTROLLING TERMS:** In the event that any of the provisions of any attached riders, addenda, exhibits or other attachments hereto conflict with any portion of this Agreement, the terms of this Agreement shall govern.~~

23. **MISCELLANEOUS:**

- a) ~~**Governing Law and Jurisdiction:** This Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be commenced and maintained exclusively in the state courts in and for Alachua County, Florida, and the Parties agree to submit to the personal jurisdiction of such court.~~
- b) ~~**Compliance with Laws, Regulations, Rules:** The Parties specifically agree that the Parties' performance under this Agreement shall be governed by all rules, policies and procedures of the University, as applicable and as the same may be amended from time to time, and all laws, ordinances, regulations or other authority, as applicable.~~
- c) ~~**Public Records:** This Agreement and any other documents made or received by UF in connection with this Agreement are public records, which must be made available to the public upon request in accordance with Chapter 119, Florida Statutes, unless otherwise confidential and/or exempt from disclosure under Florida law.~~
- d) ~~**No Modification:** No modification, amendment or alteration of this Agreement shall be valid unless the same is in writing and signed by the Parties hereto. This instrument contains the entire agreement made between the Parties and may not be modified orally or in any manner other than by an agreement in writing signed by all Parties hereto or their respective successors in interest.~~
- e) ~~**No Waiver:** No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any Party hereto, by written notice executed by such Party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.~~
- f) ~~**No Assignment:** This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, executors, administrators, successors, and assigns; however, no Party may assign any of its rights or responsibilities under this Agreement without the prior written consent of the other Parties.~~
- g) ~~**Independent Contractors:** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or agency relationship between UF and ARTIST or PRODUCER. Neither shall be bound by the acts or conduct of the other.~~
- h) ~~**Authority:** Each person signing this Agreement on behalf of any Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.~~
- #i) ~~**Effective Date:** This Agreement shall not become effective until executed by UF, after the signature of the PRODUCER and ARTIST. Any change in this Agreement made by ARTIST or PRODUCER after the signature of UF shall constitute a counteroffer and shall not constitute a binding contract until an amendment to the original Agreement has been approved in writing and signed by all Parties, in accordance with Section 23.d) above.~~
- j) ~~**Use of UF Name Prohibited:** Except as expressly agreed to in writing by UF, the UF name, UF symbols and likeness shall not be used by PRODUCER or ARTIST in connection with the promotion or holding of performance(s) covered by this Agreement.~~
- k) ~~**Political Endorsement Prohibited:** Artist shall not publicly endorse any political candidates during engagement at UF.~~

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**NELLY, INC.**

2 Business name/disregarded entity name, if different from above

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

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

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

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

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**1839 BELT WAY DR**

6 City, state, and ZIP code  
**ST LOUIS, MO 63114**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

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

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

Social security number

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or

Employer identification number

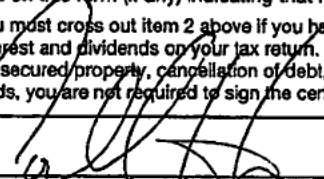
4	3	-	1	8	7	0	3	2	3
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**Part II Certification**

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person 

Date ▶ 06/19/2023

**General Instructions**

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

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

**Purpose of Form**

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

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


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

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

# NELLY BACKLINE/DJ GEAR NEEDS

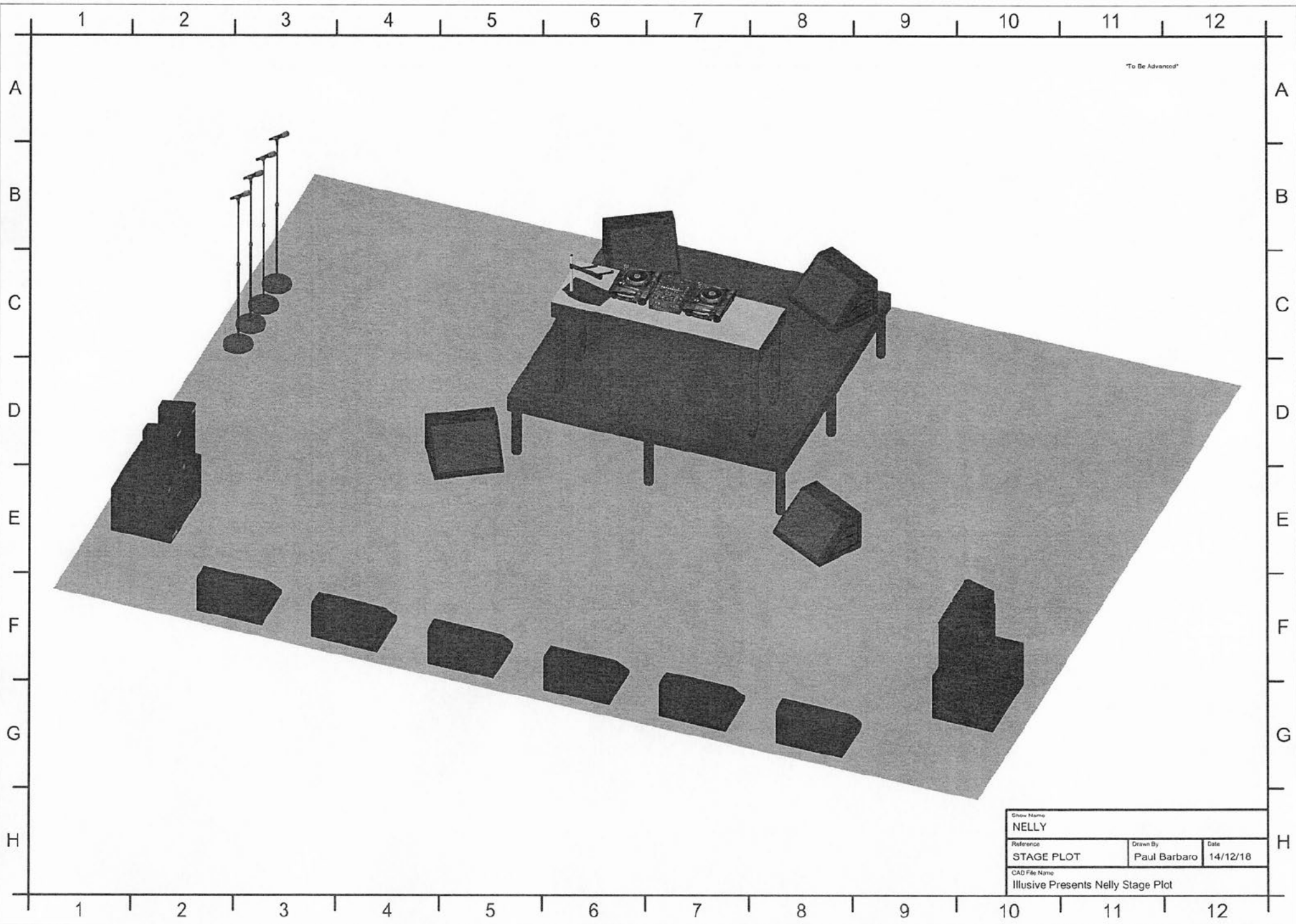
## MICS & IEMS

2 CDJ'S PIONEER 2000 NEXUS  
PIONEER DJM S11 MIXER (ONLY)  
LAPTOP STAND  
BOOM MIC STAND FOR DJ  
1 STRAIGHT MIC STAND FOR NELLY  
1 YOGA MAT (TO BE PLACED UNDER DJ RIG)  
6' - 8' SKIRTED TABLE  
4 WIRELESS MICS  
2 SETS IEM'S (4 IEM'S TOTAL)



**NELLY HOSPITALITY RIDER (A) AS OF DEC 12, 2023**

- 1 Pair of 8, 9 or 10in Scissors
- Electric Fan **THIS IS REQUIRED!!!!!!**
- Large Bluetooth Speaker **THIS IS REQUIRED!!!!!!**
- XL, L & M Event t-shirts for Nelly, City and Trife to wear doing performance
- 100 Smoked Party Wings from Hooters (Plain and well done)
- Sauces for the wings on the side (BBQ, Ranch & Hot)
- 1 Large Cheese Pizza
- 1 Large Pepperoni Pizza
- 2 Large Bags of Chips
- Soft Batch Chocolate Chip Cookies
- Fruit Basket
- ~~(3 Bottles of each of the 2 flavors Peach & Passion Fruit) MoShine (Nelly' Brand of Moonshine)~~
- ~~(2) Ace Spade Rose~~
- ~~(2) Casamigos~~
- ~~(2) Don Julio 1942~~
- ~~(2) Clase Azul Reposado Tequila~~
- ~~(1) 5<sup>th</sup> Bottle of Tito's~~
- Pot of Coffee
- Small box of Lipton Hot Tea
- Assorted Hard Candies
- Redbull
- (12pks) Lemonade, Pink Lemonade, Sprite & Ginger Ale
- Small 6pks Pineapple, Cranberry & Orange Juice
- 9ct Case of Martinelli's Apple Juice
- Container of Ice
- Cases of Bottle Water (FIJI)
- Condiments (Cream, Sugar & Honey)
- 12 "NEW," White Bath Towels (Walmart/Mainstay Brand)
- **18 "NEW," White Wash Cloth (Walmart/Mainstay Brand) THIS IS REQUIRED!!!!!!**
- (1pk) Cottonelle Ultra Fresh XL Flushable Wipes
- A Bottle of Dove Men +Care Clean Comfort Body + Face Wash (AKA, Soft Soap)
- Cottonelle Toilet Tissue
- Iron & Ironing Board



Show Name <b>NELLY</b>		
Reference <b>STAGE PLOT</b>	Drawn By <b>Paul Barbaro</b>	Date <b>14/12/18</b>
CAD File Name <b>Illusive Presents Nelly Stage Plot</b>		



## Sound Routing for DJ-Controlled Monitor



### DJ Channel 1&2 “Mains”

**Only routed to the mains**, none in the DJ’s monitor. This is the channel to use for all monitors **except** the DJ’s monitor.

### DJ Channel 3&4 “Monitor”

**Only routed to the DJ’s monitor**, none in the mains or other stage monitors/fills. This channel is solely for the DJ’s monitor and **shouldn’t** be in any other monitors

### Monitor Volume Level

Sound check the volume on the DJ mixer “booth” output at max and then find the loudest level that’s acceptable on the provided monitor. This way the DJ can control his own volume and yet never go passed the capabilities of the monitor.

## NELLY DO NOT PLAY LIST

JACK HARLOW - LOVING ON ME

DR DRE - NEXT EPISODE

MICHAEL JACKSON - OFF THE WALL

DMX - RUFF RIDERS ANTHEM

ERICKA BANKS - BUSS IT

LUDA - MOVE BITCH

DMX - PARTY UP

JUVENILE - BACK THAT THANG UP

DJ KHALID - ALL I DO IS WIN

CHINGY - RIGHT THERE

LIL JOHN - GET LOW

JKWON - TIPSY

ABSOLUTLY NO NELLY MUSIC NOR REMIXES THAT FEATURE HIM!!!!!!!

**Certificate Of Completion**

Envelope Id: 8A843F9B837D4EF8ACC670C74D2B6320	Status: Completed
Subject: Complete with DocuSign: Artist Signed - Nelly - 04.09.24.pdf	
Process:	
Source Envelope:	
Document Pages: 18	Signatures: 1
Certificate Pages: 2	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Noah Baker
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	971 Elmore Drive, Rm 102
	PO Box 115250
	Gainesville, FL 32611
	dbake94@ufl.edu
	IP Address: 172.59.64.102


**Record Tracking**

Status: Original	Holder: Noah Baker	Location: DocuSign
3/29/2024 6:21:29 PM	dbake94@ufl.edu	

**Signer Events**

Signer Events	Signature	Timestamp
Justin Donnelly jdonnelly1031@ufl.edu University of Florida Security Level: Email, Account Authentication (None)	  Signature Adoption: Uploaded Signature Image Using IP Address: 45.17.15.137	Sent: 3/29/2024 6:23:04 PM Viewed: 3/29/2024 6:37:21 PM Signed: 3/29/2024 6:37:47 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

James Tyger jtyger@ufl.edu Interim Assistant Vice President University of Florida Security Level: Email, Account Authentication (None)	  Signature Adoption: Drawn on Device Using IP Address: 47.201.62.159 Signed using mobile	Sent: 3/29/2024 6:37:49 PM Viewed: 3/29/2024 9:08:17 PM Signed: 3/29/2024 9:08:58 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/29/2024 6:23:04 PM

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Certified Delivered	Security Checked	3/29/2024 9:08:17 PM
Signing Complete	Security Checked	3/29/2024 9:08:58 PM
Completed	Security Checked	3/29/2024 9:08:58 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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