

Contract for Volunteer Services

Carolina Country Music Fest

This agreement for services (this "Agreement") is made effective as of April 1, 2018 by and between CCMF, LLC (the "Producer") and you (the "Volunteer").

CCMF, LLC is the producer of a live music festival known as "The Carolina Country Music Fest" scheduled over 4 days from Thursday June 8 – Sunday June 11, 2023 in the Myrtle Beach, SC area.

Producer wishes to engage Volunteer for services in connection with the Festival, and the Volunteer desires to provide the services, on the terms and conditions set forth in this Agreement.

Volunteer Must Agree to these terms and conditions to be considered to perform services as a volunteer during the Carolina Country Music Festival.

I acknowledge that I have applied to volunteer at the Carolina Country Music Festival. I understand that as a Volunteer, I am not acting as an employee of the Festival or CCMF, LLC. In consideration of the mutual promises and of the covenants set forth herein, the Producer and Volunteer agree to the following terms:

ENGAGEMENT - The Producer hereby engages the Volunteer for the Festival.

1. Wristbands and Tickets. In exchange for the Volunteer's services, the Producer has provided the Volunteer an entry RFID wristband to the Festival, which has a fair market value of \$80. The Volunteer has put down an \$80 refundable deposit for this wristband. In the event the Volunteer fails to perform his or her services, engage in improper or illegal conduct as outlined by the Producer, is not suitably attired or neatly groomed or fails to be courteous to the Staff and patrons of the Festival, the Volunteer hereby agrees to forfeit his or her wristband to the Festival and agrees to forfeit the deposit. In such case, the Volunteer's wristband will be deactivated, and the Volunteer will be escorted off site immediately. If the Volunteer abides by all terms of this agreement, such deposit will be refunded upon completion of volunteer duties prescribed.
2. Termination. The parties specifically acknowledge and agree that Volunteer's services hereunder may be terminated by the Producer or Volunteer at any time, with or without cause and for any or no reason. Volunteer understands that termination will result in forfeiture of the deposit and access to the Festival.

TERMS and CONDITIONS

- 1 Survival and Covenants and Remedies. The agreements and covenants made by Volunteer and the obligations of Volunteer shall survive the termination of this Agreement. Each such agreement and covenant by Volunteer shall be construed as a covenant and agreement independent of any other provision herein, and the existence of any claim or cause of action by Volunteer against the Producer shall not constitute a defense to the enforcement of the provisions of any such covenant or agreement.
- 2 Liability and Indemnification. In consideration of the opportunity afforded me to participate in the Festival, I hereby agree that I, my successors, assignees, heirs, guardians and legal representatives agree to indemnify, defend and forever save and hold harmless the Producer and its owners, parents, affiliates, or related entities, artist(s), co-promoters (if any), sponsors and each of their respective principals, shareholders, members, partners, officers, directors, employees, representatives, agents, tenants, contractors and volunteers (“Indemnities”) from and against any and all damages, claims, losses, demands, costs, expenses (including attorney’s fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual, which any one of the Indemnitees may suffer or incur arising directly or indirectly in any way related to my participation in the Festival and all activities associated herewith. Without limiting the generality of the foregoing, I hereby waive and release my rights, actions or causes of action resulting from personal injury to me or my death, or damage to or loss of my property, sustained in connection with my participation in the Festival. The foregoing indemnification shall survive any termination or the expiration of the term of this Agreement. If any provision of this Agreement shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision were omitted. The waiver and release granted by me hereunder is legally binding and shall be considered irrevocable.
- 3 Insurance Coverage. I acknowledge and agree that I will not be covered nor eligible for any insurance coverage provided or maintained by the Producer, and their respective employees, agents, officers, directors, trustees, shareholders subcommittees, agents, members, employees, contractors, representatives, sponsors, volunteers, successors and assigns including but not limited to medical, property and liability insurance, and workers compensation benefits.
- 4 Confidentiality. Volunteer, while working with the Producer, will have access to and become acquainted with various trade secrets and proprietary or confidential information consisting of, without limitation, business practices, revenue and income amounts, and information related to the development of costs and management and marketing policies and plans of the Producer. Volunteer acknowledges that the fact that isolated pieces of data which comprise a part of such confidential information may be publicly available, or legitimately disclosed by third parties, or previously known to Volunteer, or that the data that are part of such confidential information may be publicly available but in a non-compiled form, shall not operate to defeat the confidentiality of such data as aggregated or compiled together, or incorporated or presented with other data or information. The confidentiality of all of the items mentioned in the

preceding sentences is vital to the Producer and Volunteer acknowledges that any publication or use by a third party of these confidential items or any other items which are the exclusive property of the Producer, excepting those items that the Producer has had public, will cause irreparable harm to the Producer and that, accordingly, Volunteer agrees that he or she will maintain the utmost confidentiality of the information and the Producer is expressly given the right to seek injunctive or other equitable relief for any such breach or attempted breach of confidentiality in addition to any other legal or equitable remedies that be me available to the Producer. Volunteer acknowledges that the restrictions contained in this Agreement are, in view of the nature of the business by the Producer, reasonable and necessary to protect the legitimate proprietary interests of the Producer. Volunteer acknowledges that the Producer shall be entitled to temporary and permanent injunctive relief, without the necessity of proving actual damages, and to and equitable accounting of all earnings, profits and other benefits arising from any such violation.

- 5 Property of the Producer. All files, records, documents, reports, audits, projections and similar items relating to the business of the Producer, whether prepared by Volunteer or otherwise coming into Volunteer's possession, shall remain the exclusive property of the Producer. On the termination of this Agreement and whenever requested by the Producer, Volunteer shall immediately deliver to the Producer all property in his possession or under his control belonging to the Producer, in good condition, ordinary wear and tear and damage caused by any cause beyond reasonable control of the Volunteer excepted.
- 6 Name and Likeness. Volunteer grants to the Producer permission to use, whether during or after Volunteer's engagement hereunder, Volunteer's name, likeness and image, and the name and likeness and image of any the Volunteers' agents and employees, for any reasonable business purpose including but not limited to photographs, recordings, interview, videotapes, motion pictures, or similar auditory recording of me created in connection with the Festival.
- 7 Miscellaneous Provisions. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the law and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, in the Festival that any one or more of the provisions of this Agreement or in any other instrument referred to herein shall be held in any jurisdiction or as to any person to be invalid, prohibited, illegal or unenforceable for any reason, in any respect, such provisions as to such jurisdiction or as to such person shall be ineffective, without invalidating the remaining provisions of this Agreement or such instruments or affecting the validity or enforceability of such provision or instrument in any other jurisdiction or as to any other person. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction or as to such person, it shall, as such jurisdiction or person, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction or as to any other person. This Agreement together with any and all provisions found in the application, constitutes the entire agreement among parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the

parties. The parties waive the right to amend this Agreement by any means other than a writing signed by all parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. No failure or delay on the part of any party hereunder in the exercise of any power, right or privilege hereunder shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise thereof or any other right, power or privilege preclude another or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement are cumulative to and not exclusive of any rights or remedies otherwise available. No notice to or demand on any party in any case shall entitle such party to any further notice or demand in similar or other circumstances unless expressly provided herein. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their representatives, heirs, assigns, and successors in interest. This Agreement shall be executed in multiple copies and each executed copy shall constitute an original, but the copies shall be deemed on and the same instrument.

- 8 Acknowledgement and Voluntary Execution. By submitting an application and paying the fees, the Volunteer acknowledges that he or she has received, read, understood and accepted the Terms & Conditions. I have carefully read this Agreement and fully understand the Terms and Conditions. I am aware that this is a CONTRACT and a release/waiver of liability. I agree to such of my own free will and accord. I also submit that I am 18 years or older. I hereby certify that all information provided by me in this application is true, accurate and complete.