

01-28-2021



TOUR AGREEMENT

CLIENT: Trace Adkins
ADDRESS: c/o FBMM Entertainment Business Management PO Box
340020 Nashville TN 37203
PHONE:
EMAIL: jason_fridenstine@fbmm.com
NUMBER: DCR-2020-0101

DCR Nashville
841-A Fesslers Parkway
Nashville TN 37210
www.dcrnashville.com

z-Paul Owen
615-943-4119
paul@dcrnashville.com

Trace Adkins Tour 2021

SERVICE	DESCRIPTION
Audio	2 x Venue Profile, Redundant PSU 1 x GRANDTEC FLX-500U KEYBOARD 2 x Venue FOH Rack 2 x Venue Stage Rack 1 x Lake LM44 System Processor 1 x Furman PL-Plus C 2 x 3U Drawer 1 x Furman PL-Plus C 1 x 2U Drawer 1 x PS-4 AC Adapter Interface 2 x Shure AD4D Axient Dual Ch Wideband Receiver - Wideband 4 x Shure PSM-1000 Trans - G10 470-542 1 x 12 Way XLR-XLR - 15FT 1 x 4 Way XLR to XLR 25ft 1 x 48 x 10 Splitter W4 1 x XLR Mic Cable Package 1 x Microphone Package 1 x Radial Pro D2 8 x Radial Pro DI 2 x Radial Pro48 2 x Radial HotShot DM1 2 x Radial Twin ISO 1 x 48 Input Mic Stand Package 2 x Shure P6HW HW IEM Pack 4 x LA8 Amplifier



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SERVICE	DESCRIPTION
	2 x L-Acoustics X15 HIQ
	6 x L-Acoustics SB15M
	2 x SB15m x2 Case
	4 x L-Acoustics KIVA II
	1 x Klark Teknik DN6000 Audio Analyzer
	2 x 4U Drawer
	1 x 2U Drawer
	1 x Tascam SS-CDR200 CD/SSD Burner
	1 x RackRider RR-15
	1 x Shure 1/2 Wave ANT - UA8-500-560
	3 x Shure 1/2 Wave ANT - UA8-470-636
	1 x Denon DN-300R MKII Solid State SD/USB Audio Recorder
	7 x Mic Cable - 10FT
	1 x Mic Cable - 330FT
	1 x Shure PA821SWB Antenna Combiner - 470 - 952 MHZ
	1 x RF Venue Collapsible Helical
	2 x RG8 50ohm Low Loss BNC - 50FT
	2 x NL4 Speaker Cable - 15FT
	1 x Shure KSM 137
	1 x Shure SM 58S
	1 x Venue FOH Rack
	1 x Tripp-Lite SMART1000RM1U
	1 x Shure PA821A Antenna Combiner - 470-952 MHZ



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SERVICE	DESCRIPTION
Power Distribution	1 x 160A WW 120V Main CAM/THRU PLR Distro - L21-30/Edison/TRUE1 1 x True1 Power Package 4 x Edison Extension - 25FT 1 x WW L21-30/THRU to 8x Edison Duplex 6 Circuit Rack Pack - 2U 1 x L21-30/THRU to 3x Edison Duplex/ 6x True1 Stage Pack 1 x L21-30 Extension - 75FT 1 x L21-30 Extension - 25FT 1 x L21-30 Extension - 10FT 1 x L5-20 Extension - 330FT 1 x #2 - 5 Wire Feeder - 25FT 1 x L21-30 Extension - 50FT 2 x TRUE1 Power Cable - 50FT
Cases	1 x Doublewide Shockmount Rack - 25U Pocket Door 1 x 1/4 X 1/3 pack Short Workbox 1 x 22.5"x48" Lid Cable Trunk 1 x Shock Mnt Rack - 14U Pkt Door 1 x 1/4 X 1/3 pack Short Workbox

SUBTOTAL	\$3,750.00
TAX	\$346.88
TOTAL	\$4,096.88

Total Replacement Value **\$399,789.56**
 Total Weight **3963.18 lbs**

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I, the undersigned accept the terms and conditions of rental

Signed

Printed

Date:



Agreement for Equipment Lease and Services

Scope of Services

Lessee hereby engages Digital Console Rental Inc (DCR / Lessor), and Lessor hereby agrees to provide equipment (the Equipment), qualified technicians and transportation (the services) as applicable and as described in the preceding quote (The Agreement). This contract issued by DCR represents a description of services to be provided and the lease of the equipment / accessories hereof and is not a sale, conditional otherwise, unless line items are specifically noted in the contract as a sale of equipment or consumable item. The Term of this agreement shall commence on the date of shipment of Equipment and shall continue for the minimum Term until the Equipment is received back at DCR in the condition in which the client received it, subject to normal wear and tear. DCR expressly rejects any of the Client's forms or other documents submitted by Client which are containing contrary terms and conditions. Any attempt to modify, supplement or amend these terms and conditions will be null and void unless agreed to in writing by DCR.

Term

The term of this Agreement shall commence as of the Rental Period Date and shall continue through Rental Period End Date as outlined in the preceding quote unless sooner terminated in accordance with the terms and conditions of the Agreement.

Termination

The Agreement may be terminated by Lessee at any time, with or without cause, upon written notice to the Lessor no later than three days prior to the date of the start of the term of this agreement. In the event of a cancellation, Deposits are non refundable. Cancellation within 3 days of the event date: 100% of the balance of the proposal amount is due.

If an attempt to cancel a rental is due to technical issues we have the following requirements:

DCR must be notified immediately if the lessor is having irresolvable issues with our rental equipment. DCR must be included in any and all situations that require onsite repairs. DCR reserves the right to determine ultimately how the situation will be resolved. A rental may only be canceled due to technical issues by mutual agreement between Lessor and Lessee, if a suitable resolution cannot be found.

Payment Terms

DCR may require a 50% deposit based on scope and nature of the event or rental. Final balance due to DCR for Services rendered or equipment rental shall be paid net 15 days from final invoice. Any invoice not collected as per the terms shall forfeit all discounts given in the original proposals and reflected in the final invoice. DCR retains the right to add 1.5% interest added monthly to unpaid balances.

Obligations

Lessee must provide, by all necessary means, protection for the equipment rented from the Lessor. This includes but is not limited to protection from the elements (sun, wind, rain, sand, smoke etc), theft abuse and /or civil misconduct. Any fees incurred by Lessor for the cleaning, repair or restoration of said equipment, beyond the normal wear and tear and outside of the normal maintenance conducted by Lessor, and due to the environment and manner in which said equipment was deployed by lessee, shall be paid by Lessee.

Liabilities

Lessee shall secure and maintain Commercial General Liability insurance in an amount not less than \$1,000,000 Combined Single Limit each for General Aggregate, Products and Completed Operations Aggregate, Personal & Advertising Injury, and Per occurrence. Lessee shall have the insurance companies add the interest of Lessor, as Additionally Insured and Loss Payee as Lessee's interest may appear in reference to any and all services provided by Lessor, under the terms and conditions of this Agreement. Lessee shall provide written evidence of primary coverage, in the form of Certificates of Insurance, with an Additional Insured / Loss Payee provision for Lessor.

Evidence of Insurance

Lessee agrees to provide adequate evidence that they have met the insurance requirement as indicated herein by filing with Lessor or Lessor's insurance agent/broker a fully executed Certificate of Insurance at or before commencement of services hereunder. Any insurance Certificates provided in accordance with this Agreement shall stipulate that Lessor shall receive 30 days written notice of cancellation from the insurance companies providing the required coverage prior to any cancellation or reduction in the limits of liability. It is agreed that Lessee's insurance shall commence, not later than at the time of the commencement of services by Lessor, and in no way terminate earlier than the fulfillment of Lessor's services, and that Lessee's insurance companies shall have a current rating of at least a "B+" as specified by Best Insurance Review.

Indemnification

Lessee agrees to indemnify and hold Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney fees arising out of, connected with, or resulting from, the provision of services noted within this Agreement, or the employment of any personnel provided by Lessor hereunder, provided, however, that Lessee shall have no obligation to indemnify and hold harmless Lessor for its sole negligence or for the intentional or wanton misconduct of any personnel provided by Lessor hereunder. Lessee agrees to indemnify, defend and hold Lessor harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages and liability including reasonable attorney fees arising out of, connected with, or resulting from manufacture, alteration, or modification by Lessee, his employees or agents, of any products or equipment which might be supplied to Lessee pursuant to this Agreement.

Choice of Law and Venue

Williamson County, Tennessee, shall be the proper place of venue for suit on or in respect of the Agreement. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the of the state of Tennessee.

Loss or Damage of Assets

Lessee is Responsible, throughout the term of the Agreement for any loss, damage, or destruction of Lessors Equipment, including but not limited to, while in transit, when loading and unloading, while being used at any and all events, weather related incidents, while in storage, or at any time the Equipment is in the possession of Lessee. Lessee is not responsible for damage of Equipment arising from negligence, will or intentional act, or willful misconduct of Lessor or Lessor's employees.

Certified Operators

Lessee maintains that any and all Equipment used in conjunction with this rental, regardless of whether provided by DCR will be operated solely by trained and certified professionals. This includes, but is not limited to, certified riggers, electricians, engineers and operators.

Transportation

Unless outlined in the Quote, Lessee is responsible for the industry standard safe and secure transportation of the Equipment and Lessors employees (if applicable), at Lessees sole expense, from the point of origin to the Event, and from the Event back to point of origin. All Equipment must be transported utilizing air-ride trailer and trucking technology.

Extension of Agreement

It shall be possible by mutual agreement and unless amended shall be extended at current rate per week for a mutually agreed upon number of weeks. If Equipment in not returned as scheduled, for any reason, DCR may at its discretion, continue billing at greater of the agreed upon rate or the current market until the return of all items listed in this Agreement and/or take action including initiating civil or criminal proceedings to repossess the equipment. In the event DCR takes action to repossess the equipment Lessee shall pay all expenses and fees including attorneys fees incurred by DCR.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date and you have reviewed any quotes, invoices, order forms and this rental contract provided to you by Lessor and agree to the terms therein.

Return a signed and initialed copy of this agreement via email: accounting@dcrnashville.com

Date:_____

Date:_____

Lessee Signature:_____

Lessor Signature:_____

Name/Title:_____

Name/Title:_____