Daphne Ingram <dingram@lincolntonnc.org>

Online Form Submittal: LTDA Funding Request

1 message

noreply@civicplus.com <noreply@civicplus.com> Mon, Apr 6, 2026 at 7:35 AM
Reply-To: noreply@civicplus.com
To: dingram@lincolntonnc.org, rhaynes@lincolntonnc.org

LTDA Funding Request

LTDA Funding Request

Use this form to submit a funding request to the Lincolnton Tourism Development Authority for an event/activity/project that directly benefits tourism and visitor services/experience.

The funds are intended to provide financial support for tourism-related expenditures including destination promotion, festival/event advertising & promotion, visitor attractions, and similar projects. Funds are not intended for event production costs, event sponsorships, or similar operating costs.

LTDA funds are hotel/motel occupancy taxes paid by visitors, in addition to state & local sales tax. The city collects a 3% occupancy tax from hotel/motel/lodging rental rates inside the city limits of Lincolnton.

Requests must be submitted online a minimum of 10 days prior to an LTDA board meeting, late submissions will be considered at the next quarterly LTDA meeting. Requestors will attend the LTDA board meeting for the discussion and board vote on their request.

- **Attach detailed information** on your project to the online request form including an **itemized budget, vendors/price quotes, design documents & renderings, etc.**
- Approved projects will be issued a funding agreement stipulating the terms & conditions of the funding. **Funds will not be released before a fully executed funding letter is signed by the requesting organization.** Any funds not used as outlined in the funding agreement will be returned to LTDA upon project completion.
- Approved projects will require **LTDA approval for all artwork materials** prior to production or publishing.

- All projects utilizing LTDA funds shall **submit a post-project recap** report upon project completion.
- All **projects MUST be completed within 6 months of funding**. Do not submit projects or events that are more than 6 months in the future.

(Section Break)

First Name:	Cathy
Last Name:	Davis
CELL Phone Number:	7047408313
Email Address:	lincolncultural@gmail.com
Street/Mailing Address:	403 East Main Street
City:	Lincolnton
Zip Code:	28092
Organization/Non-Profit Name:	Lincoln Cultural Center
Non-Profit Tax ID #	56-1437061
Funding Amount Requested:	24000
Date Funding Needed:	4/30/2026
Specify exactly to whom/what organization the funding check should be made payable to:	Lincoln Cultural Center
Upload related documents & files to support funding request:	Rhonda Vincent Contract.pdf
Additional upload materials	Final 2025-2026 Budget PDF.numbers
Additional upload materials	Direct Economic Impact to the City.pages
Additional upload materials	Scope of Work.pages
Additional upload materials	Balance Sheet Standard 25-26.pdf
Date of event/activity/project:	4/17/2026 - 6/17/2026
Location of event/activity/project:	Lincoln Cultural Center, James W. Warren Citizens Center and Downtown Lincolnton
Name of event/activity/project:	Events First Half of the Physical Year

Description of event/activity/project, be specific:	There are documents that support our first half of the year activities that have been attached as well as a list of all of the upcoming events, with more detail for many of those in the first half of the year. Ryders and contracts for the larger events have also been attached which give a broader picture of the details for each event.
Describe how this event/activity/project benfits City of Lincolnton tourism and visitor service or experiences (be specific):	You will find attached details about economic impact to our community.
Submit this form to the LTDA in advance of any quarterly board meetings. See webpage for more details:	LTDA webpage

Email not displaying correctly? View it in your browser.

Lincoln Cultural Development Center, Inc.
Balance Sheet Standard
As of April 5, 2026

	Apr 5, '26
ASSETS	
Current Assets	
Checking/Savings	
Peoples-Operating Account	
Peoples-Operating Account - ...	55,221.70
Total Peoples-Operating Account	55,221.70
Peoples Payroll Account	25,828.33
Total Checking/Savings	81,050.03
Accounts Receivable	
Accounts Receivable	-3,052.72
Total Accounts Receivable	-3,052.72
Total Current Assets	77,997.31
Fixed Assets	
Accumulated Depreciation	-1,641,504.41
Fixed Assets	
Equipment	124,551.52
Furniture and Fixtures	62,782.33
Leasehold Improvements	1,852,621.08
Software	3,803.88
Total Fixed Assets	2,043,758.81
Total Fixed Assets	402,254.40
TOTAL ASSETS	480,251.71
LIABILITIES & EQUITY	

Lincoln Cultural Development Center, Inc.
Balance Sheet Standard
As of April 5, 2026

	Apr 5, '26
Liabilities	
Current Liabilities	
Other Current Liabilities	
Payroll Liabilities	4,329.26
Total Other Current Liabilities	4,329.26
Total Current Liabilities	4,329.26
Total Liabilities	4,329.26
Equity	
Opening Balance Equity	88.35
Unrestricted Net Assets	419,122.69
Net Income	56,711.41
Total Equity	475,922.45
TOTAL LIABILITIES & EQUITY	480,251.71

Upper Management Talent

Joey Crawford | (615) 636-6396
UpperManagementTalent@gmail.com

02/17/2026 is the issue date of this contract.
At its sole discretion, the issuing agency may elect to consider this instrument void if it has not been signed by the purchaser or his agent and returned to the agency within 30 days of the issue date. Notification to the purchaser of such election shall not be required.

This **CONTRACT** for the personal services of musician(s) on the engagement described below is made as of the issue date outlined above between the undersigned purchaser(s) of music, herein called **PURCHASER** and the undersigned musician(s) or musical group, herein called **ARTIST**. AFM used in this contract, refers to the local "American Federation of Musicians" with jurisdiction over the territory of performance covered by this contract

DATE of ENGAGEMENT: **Friday, June 12, 2026**

ARTIST: **Rhonda Vincent**

PLACE of ENGAGEMENT: **James W. Warren Citizens Center**
115 W Main St, Lincolnton, NC 28092

NUMBER of PERFORMANCES: **One 75-90 Minute Performance**

SHOW TIME: **7:30 PM**

MERCHANDISE: **Artist sells and keeps 100% of Artist merchandise revenue**

COMPENSATION AGREED UPON: **$15,000**

DEPOSIT: **No Deposit**

Advance Deposit Funds to be held in escrow should be made payable to and addressed to Rhonda Vincent 3540 Couchville Pike Hermitage TN 37076. **On the date of engagement,** any amount due shall be paid to **ARTIST** before final performance in U.S. currency by bank-certified funds, unless mutually agreed-upon otherwise in writing.

ADDITIONAL PROVISIONS: Purchaser agrees to provide high-quality, professional sound and lighting systems, staffed by qualified and experienced personnel. The Purchaser will also provide one hotel room for the Artist bus driver, and a meal for Artist, band, and crew (6 people).

Advertising Restriction: Purchaser shall not advertise, promote, or publicly announce the engagement in any manner prior to April 19, 2026.

THE DRIFTERS

Contract Rider

(May also be used for Cornell Gunter's Coasters and A Salute To The Platters, when packaged)
With Slight Variation

FAILURE TO COMPLY WITH THE TERMS OF THE RIDER AND THE INFORMATION REQUESTED IN THE RIDER MAY BE DEEMED BREACH OF CONTRACT AT THE DISCRETION OF THE ARTIST. SHOULD ANY TERMS OF THIS RIDER CONFLICT WITH ANY OTHER TERMS ON THE CONTRACT, THE TERMS OF THE RIDER SHALL PREVAIL & SUPERCEDE THE CONTRACT.

1. Any broadcast advertising that is accompanied by music shall only use that which is supplied by the Artist's office.

2. Purchaser shall supply artist with clean, locked dressing room equipped with towels, sink, toilet, full-length mirror, deli platter, fruits, cheeses, a hot meal consisting of chicken, fish or meat, tossed salad and soft drinks two (2) hours prior to performance.

3. Purchaser shall not have the right to broadcast, televise, photograph or otherwise reproduce the performances or any part thereof. (No motion pictures, video or audio tapes made without written permission of the artist or the artist's manager). All artwork, flyers and advertisements must be approved by artist prior to any electronic or physical distribution and may not be distributed prior to signed contract.

4. When it is the obligation of the purchaser to provide hotel rooms, the purchaser will inform artist the name of the hotel, the address of the hotel and the name(s) the reservations have been made under no later than two (2) weeks prior to performance date. All hotels must be of a standard no less than Holiday Inn quality.

5. No limitation on geographic exclusivity shall prevent the artist from appearing at unadvertised or private events. Nor shall it restrict the artist from appearing at any event subsequent to the scheduled event referenced in this contract so long as no public advertising of said event begins prior to the event scheduled in this contract.

6. The Drifters are not affiliated with Bill Pinkney and (or) The Original Drifters

Approved:

Purchaser_____ Agent_____

TECHNICAL RIDER

SOUND REQUIREMENTS

1. First class sound system and operator capable of producing non-distorted sound. (Recommended frequency response from 50HZ to 16KHZ or +/- 3 DB)

2. Tri-amp Sound System with a 24 Input Mixing console for house. A separate on stage monitor console with up to 16 inputs must be supplied. All mixing consoles must have a qualified engineer for operation.

3. Monitor system consisting of (5) five separate on stage monitor mixes with a minimum of (8) eight monitor wedges. At least (1) one of the (8) eight monitor wedges must include 15" speakers and horn for drummer. In rooms over 1000 capacity, (2) two additional side fills on a separate mix must be supplied.

4. All microphones, DI boxes and cables as listed in attached stage plot

LIGHTING REQUIREMENTS

1. first class lighting system with a minimum of (3) three color washes (Red, Blue, Amber) with a minimum of (40) forty 1000-watt par cans (20k upstage; 20k downstage) or equivalent

2. (4) four specials around drum kit.

3. (4) four specials for singers

4. (2) two – (4) four follow spots (depending on size of stage and capacity of house) with operators and intercom system with headsets

BACKLINE REQUIREMENTS

1. DRUMS - Five Piece Yamaha or Tama Kit (not to big) w/ cymbals, seat and all hardware

2. BASS - Gallian Kruger 800 w/l-15 and 1 - 4xl0 speaker enclosures or Ampeg S.V.T. w/ S.V.T. bottom.

3. GUITAR - Fender Super Reverb

4. KEYBOARD - Kurzweil PC 88, and Korg 01 W FD and Keyboard amplifier for personal monitor (Pevey KB 300)

5. MISC - (4) four music stands w/ lights and (2) two guitar stands **(Additional Keyboard and two tiered stand will be required for packaged shows)**

POWER REQUIREMENTS

1. Sufficient power for all audio and lighting and PA equipment

2. (2) two power lines 20-30 amps with quad boxes at opposite ends of the stage.

STAGE REQUIREMENTS

1. 20' deep by 24' wide by 2-4' high

2. (1) 8x8x1' drum riser

3. all black upstage curtain

IF OUTDOORS

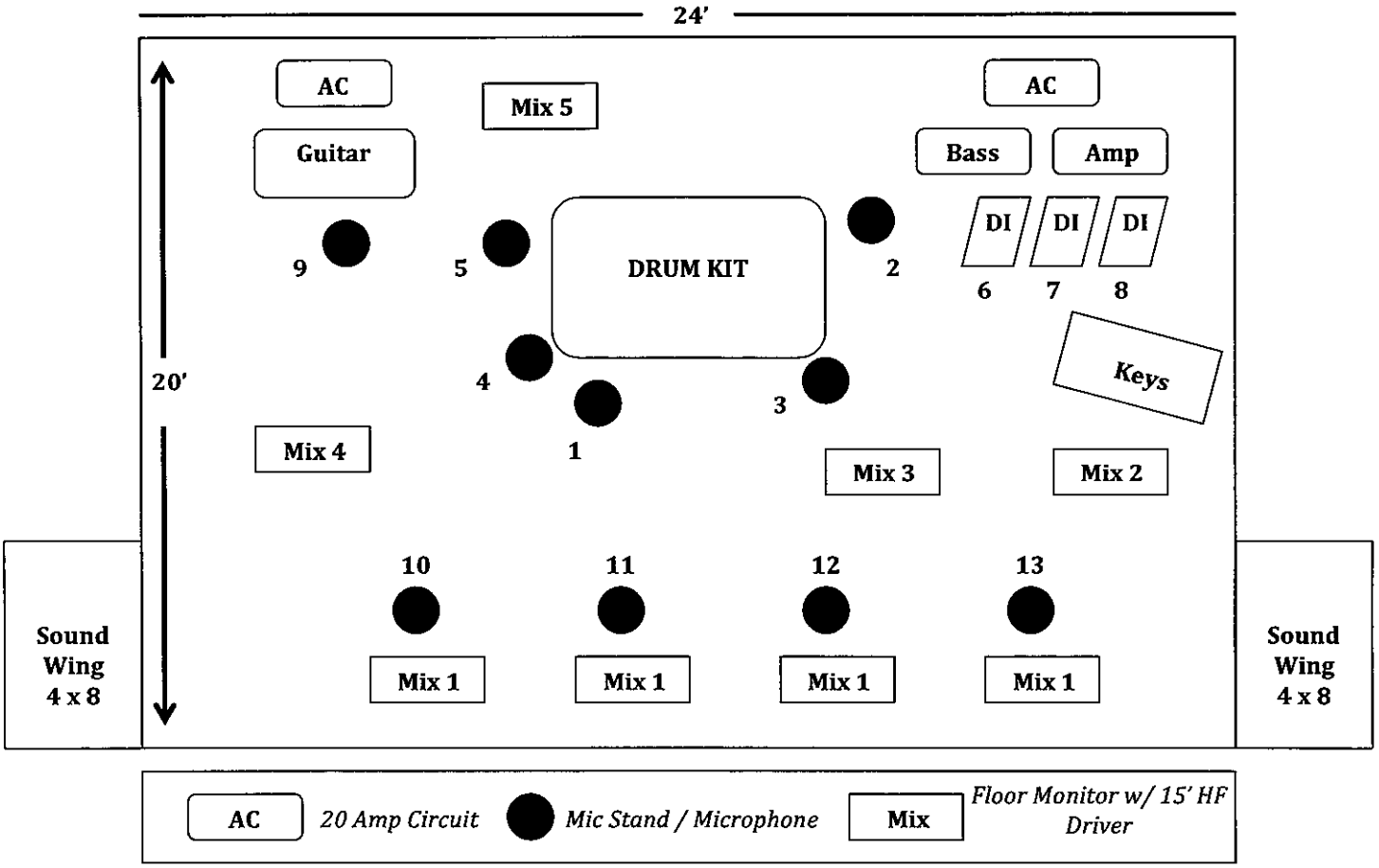
1. Any stage that is constructed must be secured and fastened properly

2. The Stage must be covered from rain or excessive sun

3. The Stage must be completely dry

4. If temperature drops below 50 degrees F at show time, purchaser shall be obligated to supply radiant heaters to bring the temperature of the stage to at least 50 degrees F.

Stage Plot & Input List



CH	Source	Transducer	Stand	Notes
1	Kick	AKG D112	Short Boom	
2	Snare	Shure SM57 or Beta 57	Claw or Boom	
3	Hi-Hat	Shure SM57 or AKG 451	Straight Stand	Mix 1 - Vocal
4	Rack Toms	Sennheiser 604 or 421	Claw or Boom	Mix 2 - Keys
5	Floor Toms	Sennheiser 604 or 421	Claw or Boom	Mix 3 - Bass
6	Bass	DI		Mix 4 - Guitar
7	Keyboard - Left	DI		Mix 5 - Drums
8	Keyboard - Right	DI		
9	Guitar	Shure SM57 or Sennheiser 421	Short Boom	
10	Vocal - Right	Shure SM58 or Beta 58	Straight Stand w/ Round Base	25' of Cable at base
11	Vocal - Center	Shure SM58 or Beta 58	Straight Stand w/ Round Base	25' of Cable at base
12	Vocal - Center	Shure SM58 or Beta 58	Straight Stand w/ Round Base	25' of Cable at base
13	Vocal – Left (Wireless)	Shure SM58 (UHF) or Beta 58	Straight Stand w/ Round Base	25' of Cable at base
14	Reverb Return			
15	Delay Return			
16				
17				
18				
19				
20				

COVID-19 PROTOCOLS

This Amendment Supersedes Anything to the Contrary

Contained in Agreements Between the Parties:

1) Upon arrival at the airport or the venue, whichever is first under the terms of the contract, Artist will be supplied with eight (8) cans of sprayable Lysol (or equivalent in killing Covid-19 residue) so that Artist can independently clean dressing rooms, stage area, hotel rooms and vehicles before entering same. Artist shall return unused portions of said cans upon departure.

2) Artist will have a signed listing of independent cleaning protocols, irrespective of number one above, prior to entering any of the above areas certifying that the areas have been sanitized against Covid-19.

3) Musicians equipment shall be set back 14 feet from Artist's mics so that Artist can maintain social distancing while performing choreography.

4) Individual mics will be sanitized, within Artist's vision, prior to sound check.

5) Mics (in stands shall be set 8 feet apart).

6) Mics shall each have individual shields that have been sanitized (with Lysol or equivalent) or replaced pre-sound and again pre-show. Mic stands to be sanitized as well.

7) Mics (in stands) shall be set 10 feet from back from the first row of seats.

8) All supervisory and technical personnel, when entering a space within 6 feet of any performer, will first advise the performer of his need to enter that space so all parties can socially distance themselves.

9) All parties, including performers, will wear masks during the pre-performance and after the performance except the singers during the show. The musicians should be wearing masks throughout the performance.

10) No one will enter the Artist's dressing rooms up to an hour prior to the Artist's arrival and until they leave the venue after the show.

11) There will be no contact between the Artist and audience members and no audience members will be allowed either on stage or backstage.

12) Unless the Artist acknowledges in writing 7 days prior to the show of his willingness to do so there will be no Meet & Greet. Nonetheless, at the conclusion of the performance, or ending 30 minutes prior to the show, Artist is willing to conduct a question/answer session with up to 50 attendees where the Artist is on stage and the attending audience members are seated a minimum of 10 feet away.

ACCEPTED & AGREED:

_____ _____

Purchaser BiCoastal Productions

THE DRIFTERS



Get ready, Lincolnton — The Drifters are bringing legendary songs, smooth harmonies, and a night that'll have you on your feet.

7:30 PM
BEER & WINE

APRIL 17TH

JAMES W. WARREN CITIZENS CENTER

LCC.BOOKTIX.COM

TICKETS START AT $25

ENGAGE

Speaker Services Agreement

THIS AGREEMENT FOR SPEAKING SERVICES ("Agreement") is entered into as of May 20th, 2025 by and between the Lincoln Cultural Center **("Company")** in Lincolnton, North Carolina and Molly Grantham **("Speaker")**.

WHEREAS, Company desires to retain the personal services of Speaker to speak at the May 7th, 2026 event in Lincolnton, NC on the terms and conditions set forth in this Agreement.

WHEREAS, Speaker is willing to perform such services for Company on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Speaker and Company agree as follows:

1. Speaker will speak at the event on May 7th. Speaker will speak for up to 75 minutes, starting at approximately 6:30 PM, and will arrive by 5:45 PM. Speaker will stay after event to meet attendees, take pictures, and sell merchandise. Speaker also agrees to participate in a pre-event phone call lasting up to 30 minutes and scheduled at a mutually convenient time.
2. As consideration for Speaker's services under this Agreement, Company will pay Speaker five thousand dollars.

a) **$2,500** (50%) deposit due within 14 days of execution and payable to Engage LLC

b) **$2,500** (50%) due upon completion of services and payable to Engage LLC.

If the event is canceled due to weather conditions or any other "Act of God", in which there is no other choice (i.e., earthquake, flood, tornado, snow storms, terrorism, etc.), the speaking services and this Agreement will be canceled and Speaker shall return 100% of the deposit paid after a good faith effort has been made to reschedule.

If Company fails to make this deposit on time, Speaker reserves the right to cancel services, and Company shall remain liable for the full deposit amount. If Company terminates the contract before the event, the deposit shall be forfeited. If the deposit has not been paid at the time of cancellation, Company remains responsible for immediate payment of the deposit. If Company cancels within 30 days of the event, Company shall be responsible for the full speaking fee, regardless of whether the event takes place.

If after the deposit is paid, Speaker cancels for any reason (i.e. emergency, death, other) Speaker shall return 100% of the deposit paid.

In addition, if the parties agree that certain audio/visual equipment is necessary, including but not limited to LCD projector, scan converter, projection screen, DVD player, VGA and audio connections for laptop, and lavaliere microphones, Company shall incur such expenses and provide the agreed upon equipment.

If Company reschedules the event for any reason, Speaker shall make a good faith effort to accommodate the new date, subject to Speaker's availability. If the event is rescheduled, Speaker reserves the right to adjust the speaking fee. Any previously paid deposit will be

ENGAGE

applied toward the rescheduled event, but the total fee shall be subject to renegotiation based on Speaker's current rates and availability. If the parties cannot agree on a new fee or date, the Company's cancellation shall be treated as a termination under this Agreement, and the deposit shall be forfeited.

3. The parties agree that this Agreement is specifically for the personal services of Speaker. Therefore, Speaker may not assign his obligations under this Agreement to any third party and may not substitute the services for any other person for their services.

4. It is agreed that the presentation given by Speaker may be recorded and photographed so long as the presentation is not broadcast in its entirety on social media or any public forum. Company may post photos and 1-3 minute clips of presentation. All recordings and photos must be shared with the Speaker, and Speaker is permitted to leverage in her own marketing and promotions.

5. This Agreement may only be modified or amended by a writing executed by the parties.

6. The terms of this Agreement shall be confidential and not disclosed to any third party not directly involved with the speaking services.

Authorization

By signing below, all parties agree with the terms set forth in this document.

Cathy G Davis

Signature - Client Representative

Cathy G. Davis 5/20/2025

Client Printed Name Date



Signature - Speaker

Molly Grantham **5.20.25**

Speaker Printed Name Date

BICOASTAL PRODUCTIONS

WELCOME TO OUR VIRTUAL CONTRACT PLATFORM

TO REVIEW & SIGN THIS AGREEMENT ONLINE, PLEASE PROCEED TO THE FOLLOWING PAGES

(Once fully-executed, you will receive a PDF copy via email for your records)

IF YOU WISH TO DOWNLOAD THIS AGREEMENT AS A 'PRINTABLE PDF'

1.) SIMPLY SELECT 'DOWNLOAD' IN THE UPPER RIGHT

2.) THE PDF WILL BE SAVED TO YOUR DOWNLOADS FOLDER. YOU ARE WELCOME TO RETURN IT VIA EMAIL TO YOUR AGENT OR VIA REGULAR MAIL

IF YOU REQUIRE FURTHER ASSISTANCE, PLEASE CONTACT YOUR BICOASTAL AGENT AT ANY TIME

122 Victoria Bay Court – Palm Beach Gardens, FL 33418 - United States of America
(212) 268-6969 / talent@bicoastalproductions.com / www.bicoastalproductions.com

Engagement Agreement

Agreement made **Friday, April 18, 2025** by and between the following parties: **Lincoln Cultural Center** (hereinafter referred to as "Purchaser") and **BiCoastal Productions LLC** (hereinafter referred to as the "Producer") furnishing the services of **The Drifters** (hereinafter referred to as the "Artist").

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST (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 PRESENTER and/or PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference.

DESCRIPTION OF PRIMARY DETAILS AGREED TO BETWEEN THE PARTIES

KEY CONTACTS:

SIGNATORY: Cathy Davis, Executive Director
DAY-OF & MARKETING: Cathy Davis - 704-740-8313 / lincolncultural@bellsouth.net
TECH: Jeremy Stewart - 704-677-6472
BOOKING AGENT: Ron Gartner- (917) 687-7689 / ron@bicoastalproductions.com
ARTIST ADVANCE: Eileen Brigati - (718) 347-8670 / lmar2eb@aol.com

ENGAGEMENT VENUE:

James W. Warren Citizens Center

115 W Main St, Lincolnton, NC, 28092, United States

DATE & SHOW TIME:

Friday, April 17, 2026

House Doors Open	6:30 PM
Performance	7:30 PM

NUMBER & LENGTH OF PERFORMANCES:

Duration: 1h 30m

INTERMISSION: Yes 20 Minutes

RADIUS CLAUSE:

Artist shall not perform any publicly advertised performance within 75 miles of venue 60 days prior to or 60 days after the performance date. Miles shall be construed as drivable miles as determined by Google Maps.

CONTRACT FEE:
Flat Guarantee of $ 10,000.00 plus $ 300.00 (Ground Transportation Buyout) plus $ 400.00 (Backline Buyout) = $10,700.00

PAYMENT SCHEDULE:

Deposit	Payable on/before: 6/1/25	$ 5,000.00
Balance	Payable on/before: 4/17/26	$ 5,700.00

Deposits Payable to: BiCoastal Productions LLC
Balance Payable to: BiCoastal Productions LLC

NO PUBLIC ANNOUNCEMENT OF THIS ENGAGEMENT BY PURCHASER IS PERMITTED PRIOR TO AGENT'S RECEIPT OF A FULLY EXECUTED COPY OF THIS AGREEMENT.

Deposits are non-refundable. Cancellation of event by Purchaser from date of offer-acceptance to eighty-nine (89) days of event, payment equal to 50% of the full Guarantee is due. Cancellation of event by Purchaser within sixty (60) days of event, payment equal to 75% of the full Guarantee is due. Cancellation of event within thirty (30) days of performance, payment in full is due. If the deposit is not received by the due date as contained herein then Artist at its sole discretion, reserves the right to require an adjustment in the compensation from the Purchaser to cover additional expenses incurred by the Artist arising from verifiable price increases in the cost of the Artist's air transportation from the time the deposit was due until the time the deposit was received. Low and/or insufficient ticket sales for this engagement shall not be considered grounds for cancellation, rescheduling or adjustment of this agreement.

PAYMENT METHOD:
DEPOSITS:
If deposits are made via ACH or Wire Transfer, payments shall be made to the following bank account (Written notice that the transfer has been scheduled must be provided to agent within 1 business day):

Account Name: BiCoastal Productions, LLC
Account Number: 238909939
Routing Number: 021000021
Bank Name: JP Morgan Chase Bank
Bank Address: 1411 Broadway, New York, NY 10018

If deposits are made via company check, payments should be mailed to the following address:

BiCoastal Productions LLC
122 Victoria Bay Court
Palm Beach Gardens, FL 33418
United States of America

BALANCE:
Preferred: ACH transfer to BiCoastal Productions account above-listed
Secondary Option: Company check via FedEx to BiCoastal Productions office

ADDITIONAL PROVISIONS
TRAVEL & ACCOMMODATIONS

Air: Artist to provide airfare

Ground: Purchaser to provide $300.00 ground transportation buyout

Hotel: Purchaser to provide 4 single rooms and 2 double rooms (6 total) Hampton Inn or similar for 1 night (4/17/26)

Hospitality & Meals: Purchaser to provide hospitality per rider

PRODUCTION:

Performance Configuration: Standard, Full-Band

Backline: Purchaser to provide $400.00 backline/production buyout

Sound & Lights: Purchaser to provide sound and lights.

Additional Terms: TBD

MERCHANDISE POLICY:

Artist to retain 100% (artist sells)

ARTIST BILLING:

The Drifters

MEET & GREET:

TBD

ARTIST COMPS: Purchaser to provide Artist with ten (10) complimentary tickets.
(any unused tickets will be released back to venue prior to performance)

ANNOUNCEMENT & ON-SALE INFORMATION:

ANNOUNCE DATE:	TBD
ON-SALE DATE:	TBD
TICKET LINK:	TBD

Addendum "A" (Additional Terms and Conditions), Artist Rider and any other Producer or Purchaser Addenda referenced herein (if any) are all attached hereto and fully incorporated herein by reference.

This agreement, dated Friday, April 18, 2025, must be signed by Purchaser and returned to BiCoastal Productions LLC together with any advance deposit (if required), within a 30 (thirty) day period from the date of this agreement in order to be considered valid. Unless prior arrangements for an extension have been made and agreed to in writing, Producer/Artist will not be able to guarantee availability on the event date specified herein, should a signed agreement not be received within the specified period. Commencement of Engagement together with physical delivery of this contract is deemed to be a verification of an oral agreement and acceptance of all terms by the Purchaser. If an executed copy of this Agreement is not received by Artist within thirty (30) days of the issue date, then Artist shall assume that Purchaser is in agreement hereof and shall act in reliance thereon. The person signing this Agreement states that he/she is of at least eighteen (18) years of age, of legal and mental capacity to enter into this Agreement with Artist, and has the authority to bind the contracting entity "Purchaser" to this Agreement.

THE PARTIES SIGNING BELOW ARE OF PROPER AUTHORITY TO EXECUTE THIS AGREEMENT

ACCEPTED & AGREED TO (Purchaser):

Lincoln Cultural Center
403 E Main St
Lincolnton, NC 28092

x_____
Cathy Davis
Executive Director

_____
Date

ACCEPTED & AGREED TO (Producer):

BiCoastal Productions LLC
122 Victoria Bay Ct
Palm Beach Gardens, FL 33418

x_____
Ron Gartner
Agent

_____
Date

ADDENDUM A (Additional Terms and Conditions)

1.) **RIDER**
The terms and provisions of this Agreement, along with Artist's rider, shall be considered to be part of one and the same contract. Should any terms and/or provisions contained within the Engagement Agreement portion of this agreement conflict with terms and/or provisions contained in Artist's rider, the terms and/or provisions contained within the engagement portion of this Agreement shall prevail. This Agreement, and Artist's rider attached hereto, constitutes the entire understanding between the parties. If any provision of this Agreement is found to be invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect.

2.) **SOUND/LIGHTING/STAGING**
In addition to house sound and lighting, Purchaser shall furnish to Artist any additional staging, sound and lighting equipment that the Artist may require, at Purchaser's sole cost.

3.) **ADVERTISING**
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, posters, house boards and social media. Purchaser may only use Artist's name and pre-approved materials, pictures, photographs, image or other identification of artist (collectively, "Artist's Likeness") in connection with Purchaser's advertising and publicizing of the Engagement. 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 or Producer's Agent. Purchaser may not advertise the performance prior to full contract execution and receipt of deposit payment(s) due without express approval of Producer or Producer's Agent. Advertising of performance without such approval may result in applicable penalties.

4.) **TICKET COUNTS**
Purchaser agrees to provide Producer, Artist or BiCoastal Productions, LLC with updated ticket counts upon request. Should the Purchaser use a ticketing service with the capability of providing automated sales reports to the Agent's email address, the Purchaser must enroll counts@bicoastalproductions.com to receive these reports on a weekly basis.

5.) **TICKET SCALING**
Purchaser will clearly input the specific capacity, gross potential, and ticket price breakdown of the facility where Artist is to perform under this agreement on the face of the contract that this agreement is attached hereto.

6.) **OPENING ACTS**
Purchaser will not add any additional, co-headlining, or opening acts to this engagement without prior written consent and approval by Producer, Artist, or BiCoastal Productions, LLC.

7.) **ADMISSION POLICY**
Purchaser agrees that if NO ADMISSION is charged to any part of the audience for the engagement hereunder, this condition must be so stated on the face of the attached contract. If, at the engagement, there is evidence that admission was or is being subsequently charged for Artist's performance, Purchaser agrees that Producer/Artist must receive one hundred percent (100%) of the admission receipts collected.

8.) **GROSS POTENTIAL**
In the event Producer/Artist is to receive a percentage of the gross receipts for this engagement pursuant to the terms hereof, the term "gross receipts" or "gross box office receipts" or similar phrases, shall mean all box office receipts computed on the basis of the full retail ticket price for all tickets sold and in no event less than the full retail ticket price for all persons entering the performances with no deductions of any kind, less only federal, state or local admissions taxes and allowable discounts as approved by Producer/Agent in writing. The Purchaser agrees to scale the ticket prices for this engagement to guarantee potential as stated on the face page of this contract.

9.) **OUTSIDE USE**
Purchaser shall not make or permit others to make any radio or television broadcast, any motion picture, or any sound recordings of Artist's performance hereunder, except with prior written approval from Producer and/or Producer's Agent.

10.) **FORCE MAJEURE**
If, as the result of a Force Majeure Event (as defined below), Producer or Artist 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, pandemic, 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 which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe. Notwithstanding anything to the contrary contained herein, if Artist has a good faith belief that a public health issue poses any risk to Artist and/or the public, Artist may cancel and/or reschedule the Performance at Artist's sole discretion and regardless of federal, state and local orders and/or regulations. Upon such cancellation, Artist and Purchaser will work in good faith to reschedule the Performance, and any deposit paid by the Purchaser will be refunded if the Performance is not able to be rescheduled within 18 months.

11.) **INCLEMENT WEATHER**

Notwithstanding anything contained 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. Should inclement weather render the performance unsafe, at the sole judgment of ARTIST, ARTIST reserves the right to refuse to perform and ARTIST shall be compensated in full as contained herein with no further obligations whatsoever.

12.) **SEVERABILITY**

If any portion of this agreement is in conflict with any applicable Federal or State law in force or hereafter in-acted, such provision shall become inoperative, but all other provisions of this agreement shall remain in force and intact. If, before the date of any scheduled performance, it is found that Purchaser has not performed fully its obligations under any other agreement with any party for another engagement, or that the financial credit of Purchaser has changed, been misrepresented or been impaired. Producer may cancel the Agreement without payment or penalty of any sort. In the event that Purchaser fails or refuses fully to perform any of its obligations hereunder, including but not limited to timely making any of the payments required by this Agreement:

1.) Producer in its sole and exclusive discretion, may immediately terminate this Agreement.
2.) Producer will have the right to retain any amounts previously paid by PURCHASER.
3.) Purchaser will immediately reimburse Producer for any out-of-pocket costs incurred by Producer and/or Artist as a result of Purchaser's breach.
4.) Purchaser will remain liable to Producer for the guarantee and any additional compensation due Producer, as set forth in the Agreement.
5.) Producer and/or Artist will be entitled to assert all claims and to exercise all rights and remedies available, whether at law or in equity.

13.) **INTERPRETATION & DISPUTES**

The agreement shall be interpreted in accordance with the laws of the State of Florida. All disputes arising under this Agreement shall be heard in a court of competent jurisdiction located in the County of Palm Beach and the State of Florida only. The prevailing party in any such action shall be entitled to receive his, hers, or its reasonable attorney's fees and costs.

14.) **MODIFICATION OF AGREEMENT**

No purported modification or amendment of this Agreement shall be of any force or effect unless and until reduced to writing and signed by both Purchaser and by an authorized representative of Producer or BiCoastal Productions, LLC.

15.) **AGENT RESPONSIBILITY**
It is expressly agreed that BiCoastal Productions, LLC acts herein as the Agent for Producer/Artist and is not responsible for any act of commission or omission on the part of Producer/Artist or Purchaser. No promises, claims or guarantees have been made other than as contained herein.

16.) **NON-LIABILITY OF AGENT**
Purchaser acknowledges that BiCoastal Productions, LLC and all direct and indirect employees and contracts of this company is/are not a party to this Agreement, has made no warranties or representations to Purchaser, and is not legally responsible for the performance or non-performance of the Agreement by the Producer or Artist.

17.) **ENTIRE AGREEMENT**
This instrument and addendum and the attached rider constitute the entire agreement of the parties with respect to the subject matter addressed herein. There are no other promises, understandings, agreements, representations, warranties or obligations by and between the parties except for those which are expressly contained in this document or the addendum and rider.

18.) **HEALTH & SAFETY**
Purchaser will adhere-to and implement all recommended and necessary safety measures in connection with conducting the Engagement to safeguard the health, safety, and well-being of all: attendees; Producer/Artist and Producer's and Artist's personnel, representatives, and invitees; Purchaser's employees, affiliates, contractors, vendors, representatives, and any other person engaged by or at the direction of Purchaser, generally, and also specifically in connection with COVID-19 including, without limitation, all then current guidance with respect to best safety practices. In addition to Purchaser's other indemnification obligations, Purchaser will indemnify, defend, and hold Company and Artist and Artist's accountants, attorneys, agents, representatives, and their respective contractors, employees, licensees, and designees harmless from and against any and all third party claim, liability, and/or loss arising out of or in connection with the foregoing obligation. If more than one tour date scheduled to take place before and/or after this engagement is canceled, then Purchaser and Producer will make best efforts to reschedule the performance date in good faith. If Purchaser and Company are unable to mutually reschedule the performance, then Purchaser agrees that Company has the right to cancel the performance without liability. Under such circumstances all deposits will be returned and neither party will have any further obligations to the other party.

19.) **DEPOSIT RELEASE**
Upon executing this agreement, Purchaser hereby authorizes BiCoastal Productions LLC to release any advance monies paid by Purchaser (including deposits) to BiCoastal Productions LLC in connection with the agreement to Artist at any time prior to the engagement. Such release of funds shall remain without prejudice to any rights under the agreement pertaining to the above-mentioned engagement. Purchaser agrees and acknowledges that upon release of these funds by BiCoastal Productions LLC pursuant to the terms hereof, Purchaser shall not hold BiCoastal Productions LLC responsible for such funds under any circumstances. Notwithstanding the foregoing, in the event that Artist cancels the engagement due to circumstances unrelated to a breach of the agreement terms by Purchaser, inclement weather, force majeure occurrences, or any circumstances listed in Article 12 of Addendum A, Artist agrees to return to Purchaser any monies released pursuant to the terms hereof. Furthermore, both Purchaser and Artist agree to hold BiCoastal Productions LLC harmless from any and all liability from loss, damage, injury or otherwise arising out of or incident to the release of the monies per the terms of this agreement.

19.) **INDEMNIFICATION**
Producer agrees to indemnify, defend and hold harmless Purchaser and its insurers, successors, representatives, attorneys and assigns, from and against any and all expenses, losses, costs, deficiencies, liabilities and damages (including related counsel fees and expenses) arising out of or due to (i) a breach of any of the representations, warranties or covenants of Producer contained in this Agreement (ii) the default in the performance of any of the covenants or agreements made by Producer in this Agreement or (iii) Any third party claim arising out of or in connection with the Performance or this Agreement. Purchaser agrees to indemnify, defend and hold harmless Producer and its insurers, successors, representatives, attorneys and assigns, from and against any and all expenses, losses, costs, deficiencies, liabilities and damages (including related counsel fees and expenses) arising out of or due to (i) a breach of any of the representations, warranties or covenants of Purchaser contained in this Agreement (ii) the default in the performance of any of the covenants or agreements made by Purchaser in this Agreement or (iii) Any third party claim arising out of or in connection with the Performance or this Agreement.

20.) **WITHHOLDINGS DISCLOSURE**

PURCHASER must disclose any taxes (state, local or otherwise), bonds or any other such levies that are applicable to this Agreement by written notice on this document prior to signing herewith. The terms of this Agreement were negotiated based upon the understanding that there are to be no deductions from the full price agreed upon. Therefore failure to disclose will result in consideration being paid to ARTIST by PURCHASER in an amount equal to that which was deducted, or ARTIST will not perform and PURCHASER shall be liable to ARTIST for the full price herein.

21.) **ADDITIONAL TERMS**
Additional terms and conditions, if attached, are hereby part of this agreement. Receipt of this agreement does not imply or guarantee performance.

This Rider shall form an integral part of this entire agreement as set forth above. By signing it, Purchaser agrees to provide and furnish Artist with all of the foregoing which Artist has deemed essential to the performance. Any breach of the terms and conditions of this rider shall be considered a breach of the entire Agreement.

ACCEPTED AND AGREED TO:

Lincoln Cultural Center

Cathy Davis
Lincoln Cultural Center

BiCoastal Productions LLC

Fran Heller
BiCoastal Productions LLC

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

BiCoastal Productions LLC

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

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

122 Victoria Bay Court

Requester's name and address (optional)

6 City, state, and ZIP code

Palm Beach Gardens, FL 33418

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is 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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

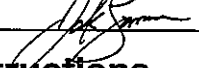
2	7	–	2	4	1	5	1	1	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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** January 14, 2025

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Please advance date with **Julia Mottesheard | advance@rhondavincent.com | 615-390-5423**

Please send ticket links, web sites, and phone numbers, along with all social media titles.

FLASH PHOTOGRAPHY IS ALLOWED. If you can provide a meal for the artist (7 people) and bottled drinking water, it would be appreciated.

The Purchaser shall provide professional quality sound, lights, and production for the event as specified in the attached artist rider. **Riders Attached Hereto Are Hereby Made a Part Hereof.**

No performance on the engagement shall be filmed, recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Federation relating to and permitting such recording, reproduction, or transmission. It is expressly understood by the Purchaser and Musician(s) who are parties to this contract that neither the Federation nor the Local Union shall be liable for the performance or breach of any provision hereof.

A representative of the Local AFM, or the Federation, shall have access to the place of engagement covered by this contract for purposes of communicating with the musician(s) performing the engagement and the Purchaser
The agreement of the musicians to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, act of god or any other legitimate conditions beyond their control.

THE FOLLOWING PROVISIONS (SECTION 14) ARE ONLY APPLICABLE TO "LOCAL ENGAGEMENT" AS DEFINED BY THE LOCAL AFM:
Resolutions of controversies or claims: Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be submitted to arbitration under on of the following procedures to be selected by the Purchaser at the time that this contract is signed, by placing his or her initials in the box adjacent to the procedure selected. In the event that neither box is initialed, it will be presumed that the Purchaser has chosen the applicable procedure set forth in "B":

A (American Arbitration Association) Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be Settled by arbitration in accordance with the Commercial Arbitration Roles of the American Arbitration Association, and judgment upon the Award rendered may be entered in any court having jurisdiction thereof. The cost of the arbitration proceeding, except those cost personally incurred by the parties hereto for the presentation of their own case, shall be shared equally by the Purchaser and the Signatory Musician(s).

B (Local Union) Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration by the Executive Board or other body of the Local Union charged with responsibility of settling such controversy or claim. All rulings and awards made by the Local Union in arbitration hereunder may be appealed to the International Executive Board of the Federation (herein call "IEB") any party who was a participant therein. Appeals from such proceedings shall be perfected in the manner provided in the Rules of Practice and Procedure if the IEB in effect at the time of such appeal. All rulings and awards made by the Local Union in arbitration which are not appealed to the IEB shall be final and binding upon the Purchaser and participating musician(s). Any party to an arbitration proceeding before the Local Union or, if appealed, of the IEB in the courts of the jurisdiction in which the office of the Local Union is located; and the Purchaser and participating musician(s) agree to submit to the jurisdiction of such court or courts for that purpose.

In witness hereof, the parties below agree to all the terms above, as agreed

Signatory: Rhonda Vincent

X_____
Agent: Joey Crawford | 615-636-6396
UpperManagementTalent@gmail.com
Artist website: www.rhondavincent.com
Artist Promo Assets: www.rhondapr.com
UMT Website: www.uppermanagementtalent.com

Purchaser: Lincoln Cultural Center

X_____
Cathy Davis
Lincoln Cultural Center
403 East Main Street, Lincolnton NC 28092
lincolncultural@gmail.com
704-740-8313

Lincoln Cultural Center Proudly Prese



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featuring

Molly Granthar

title sponsor

Noble Artistry

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FLOWERS & GIFTS

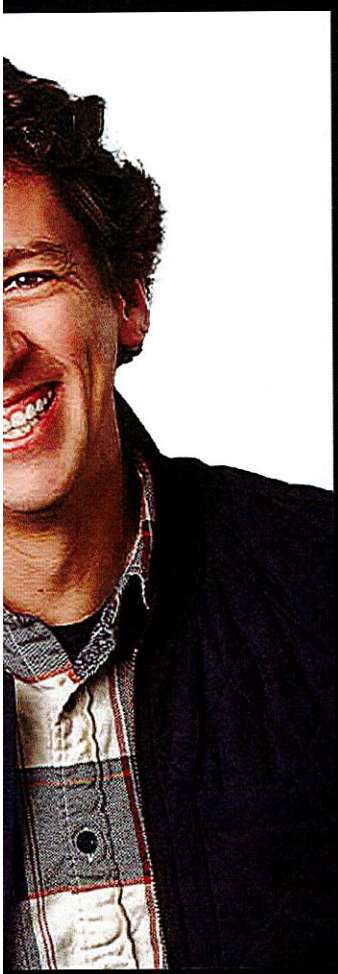
Thursday, May 7 at 6 pm

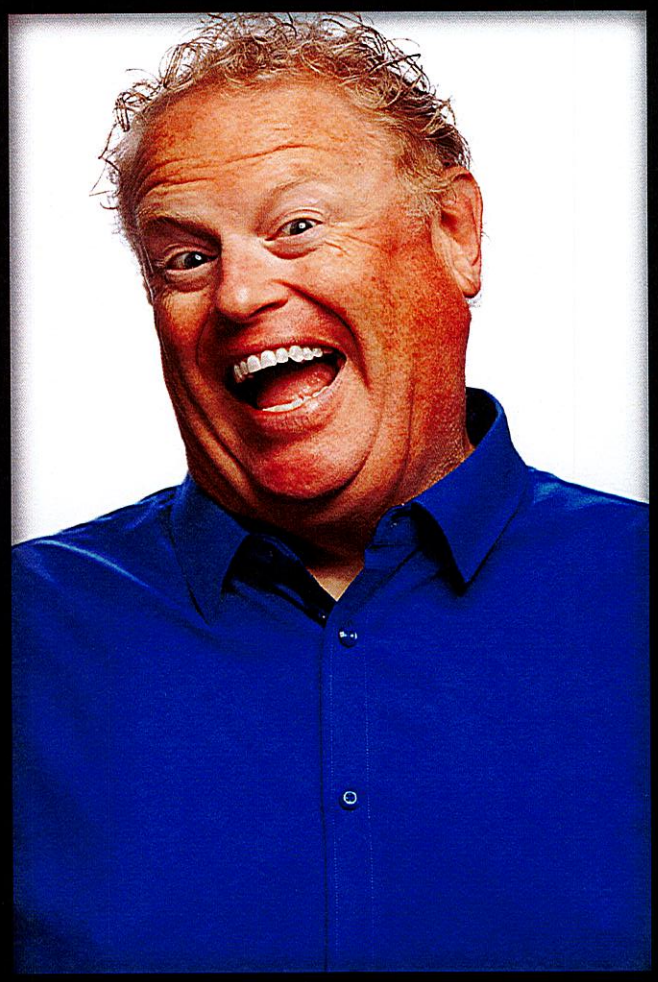
LINCOLN CULTURAL CENTER PRESENTS

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URDAY • MAY 2 • 7:30

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