MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (“MOU”) is designed to reflect the agreement between [Insert Venue Name] (“Venue”), a private company, and the Tennessee Department of Tourist Development (“TDTD”), hereinafter collectively referred to as “the Parties”.

WHEREAS, the Parties seek to bring awareness to Tennessee’s culture and heritage as home to bluegrass, blues, country, rockabilly, rock-and-roll, soul and southern gospel.

WHEREAS, the COVID-19 pandemic continues to impact the music industry and the citizens of the state of Tennessee, the Parties wish to take steps to allow for continuation of the event(s) in order to highlight the importance of music but taking all necessary precautions.

WHEREAS, the Parties enter into this MOU setting forth the agreed upon terms for the period of October 5, 2020 – February 27, 2021.

1. General.

a. Venue agrees to host a qualifying round in connection with this MOU supporting TDTD’s 2021 Songwriters Sweepstakes. Venue may at its discretion host a second songwriter event during the same week in February 2021. Aforementioned events must occur prior to the Final Event, being held at the Bluebird Cafe.

b. Venue has the option to host the qualifying round virtually or in-person. Should Venue wish to host the qualifying round virtually, TDTD must be notified prior to January 8, 2021.

2. Roles and Responsibilities.

a. Insurance. Venue agrees to hold the appropriate type and amount of insurance coverage in connection with the MOU events occurring in February 2021 as required by state law and in accordance with the size and type of event.

b. Performing Rights. Venue understands and agrees that it is solely responsible for obtaining the appropriate licenses from ASCAP, BMI, SESAC, or any other performing rights organization having the right to license the performance or broadcast such music.

c. Marketing. Vendor agrees to market the partnership in a means beneficial to both Parties using the tag @tnvacation in posts with the #madeintn and #tnsongwritersweek on Instagram and Twitter and not use any language within the postings that is derogatory, harassing or disparaging of any person or place. TDTD reserves the right to request any posting be taken down and/or apology issued if the post does not meet the above.

d. Fee. There will be no money exchanged between the Parties during the term of this agreement for the roles and responsibilities as set forth herein.

e. COVID-19 Precautions. Vendor agrees to place the best safeguards in place to protect guests to the venue, artists and team members. Vendor will act in accordance with CDC guidelines and Venue’s local government requirements, utilizing the most protective process based upon information known at the time.

3. Qualifying Event. Venue understands the logistics and planning necessary to carry out the Qualifying Event and agrees to work with TDTD and Venue’s local Convention Visitors Bureau/tourism entity to execute a successful event.

a. Promotion. Venue agrees to promote the Qualifying Event as well as the secondary event, if elected, through Venue’s website, Eventbrite and through any other additional means available to Venue.

b. Event Judging. Venue agrees to secure at least three (3) and up to five (5) local individuals to judge the Qualifying Event.

i. Judge Qualifications. Judges must be in a music or music related industry, e.g. music teacher, radio personality, etc. Judges must agree to perform their responsibilities based upon selection criteria provided by TDTD.

i. Conflict of Interest.

1. Qualifying round. If it is discovered that a Judge has a friendship/relationship (beyond social media), e.g. worked together in the past or are family members with a songwriter an alternate Judge must be on site to score that particular songwriter. If the Venue cannot produce an alternate, the identified songwriter is at risk for receiving a 0 from the conflicted-out Judge.

2. Showcase Events. Judges will be pre-screened on-site prior to the Event to understand the rules, scorekeeping and answer questions about the songwriters to ensure there is not a conflict of interest. If a conflict is determined, an alternate Judge must be on site to serve as a replacement.

c. Atmosphere. Venue agrees to promote a listening room atmosphere. Applause, singing and laughing is appreciated, too much conversation during the show is distracting to other listeners as well as the songwriter/performer. Talking is encouraged between performances but ask that during the performance, audience members keep their voices low and talking to a minimum.

3. Contact Information.

Jill Kilgore, Public Relations Media Manager

Tennessee Tower, 13th Floor  
312 Rosa L. Parks Ave., Nashville, TN  37243  
p. 615-741-9069  c. 615-927-1320

[Insert Vendor Contact Info. as above]

Venue and TDTD hereby express agreement to all of the above and enter into a joint agreement until such a time that either party shall amend or revise said agreement in writing or until the termination of the agreement, being February 27, 2021.

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By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name, Title] Mark Ezell, Commissioner

[Address of Venue] Tennessee Dept. of Tourist Development

312 Rosa L. Parks Ave., 13th Floor

Nashville, Tennessee 37243