

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 Parties enter into this MOU setting forth the agreed upon responsibilities for the Term of September 8, 2025 – February 7, 2026.

1. General. Venue agrees to host a qualifying round in connection with this MOU supporting TDTD’s 2026 Songwriters Sweepstakes. Venue may at its discretion host a second songwriter event during the same week in February 2026. Events must occur prior to the Final Event, being held at the Bluebird Cafe.

2. Roles and Responsibilities.

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

b. Venue Performance 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 #tnsoundsperfect 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. Legal Agreement. Venue shall not request or cause songwriter to believe an agreement transferring any of artists legal rights in their composition or performance as a condition precedent to performance. Further, Venue may not require songwriter(s) to complete any paperwork absent that provided by TDTD without approval.

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 be in good standing within the community. Judges must agree to perform their responsibilities based upon rules and scorekeeping provided by TDTD.

ii. Conflict of Interest. During a Qualifying Round or Showcase Event, Judges must be

pre-screened on-site prior to the Event by the Venue to understand the rules and scorekeeping. Venue will provide the names of participating songwriters to Judges and Judges will be asked if they have a close personal connection with the songwriters. A “close personal connection” will be defined as a financial, familial, or other relationship that involves a degree of intimacy beyond that normally present between work colleagues or members of the community. It can also mean a type of friendship in which those involved spend one-on-one time together frequently in a social setting. If an alternate Judge is not available, the Judge must be recused from scoring which could cause the songwriter to receive a lesser score. Conflicts of interest that go undisclosed and are later determined to exist may result in immediate disqualification of the songwriter.

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, Senior Communications Manager
Tennessee Tower, 13th Floor
312 Rosa L. Parks Ave., Nashville, TN 37243
o. 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 this MOU until such a time that either party shall amend or make revision in writing or until the termination of the agreement, being February 21, 2025.

By: _____
[Name, Title]
[Address of Venue]

By: _____
Mark Ezell, Commissioner
Tennessee Dept. of Tourist Development
312 Rosa L. Parks Ave., 13th Floor
Nashville, Tennessee 37243