



Memorandum of Understanding

WHEREAS, this Memorandum of Understanding (“MOU”) is designed to reflect the agreement between (“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 responsibilities for the Term of October 5, 2021 – February 26, 2022.

1. **General.** Venue agrees to host a qualifying round in connection with this MOU supporting TDTD’s 2022 Songwriters Sweepstakes. Venue may at its discretion host a second songwriter event during the same week in February 2022. 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. **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. Further, Vendor may at their discretion also institute greater proactive measures, such as social distancing, proof of vaccine or negative COVID-19 test.

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 relationship with the songwriters. A relationship will be based upon if the individuals are family members, friends (more than social media) or worked together in the past. If a conflict is determined, an alternate Judge must be on site to serve as a replacement. If an alternate Judge is not available, the Judge must be recused from scoring which could cause the songwriter to receive a lesser score.

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.

4. **Contact Information.**

Name: Jill Kilgore
Title: Public Relations Media Manager
Address: Tennessee Tower, 13th Floor
312 Rosa L. Parks Ave.,
Nashville, TN 37243
Phone: 615-741-9069
Cell: 615-927-1320

Insert Vendor Contact Information:

Name:
Title:
Address:

Phone:
Cell:

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 26, 2022.

By: _____

By: _____

Name:
Title:
Address:

Name: Mark Ezell
Title: Commissioner
Address: Tennessee Tower, 13th Floor
312 Rosa L. Parks Ave.,
Nashville, TN 37243