

**HOWELL TOWNSHIP PLANNING COMMISSION**

**SPECIAL MEETING**

3525 Byron Road

Howell, MI 48855

August 12, 2025

6:30 pm

1. Call to Order
2. Roll Call:       ( ) Wayne Williams - Chair               ( ) Chuck Frantjeskos  
                      ( ) Robert Spaulding – Vice Chair   ( ) Matt Stanley  
                      ( ) Mike Newstead – Secretary       ( ) Sharon Lollo  
                      ( ) Tim Boal – Board Rep.
3. Pledge of Allegiance
4. Approval of the Agenda:  
    Planning Commission Special Meeting: August 12, 2025
5. Scheduled Public Hearings:  
    Row Crop, LLC / Dennis Freeman, PC2025-15, 4706-07-400-005, Vacant land, corner of  
    Fleming Rd. and Marr Rd., request for a special use per Section 16.10 for an outdoor event –  
    Luke Bryan Farm Tour on September 20, 2025.
6. Call to the Public:
7. Adjournment

**HOWELL TOWNSHIP**  
**Application for Special Meeting**  
3525 Byron Road Howell, MI 48855  
Phone: 517-546-2817 ext. 108  
Email: [inspector@howelltownshipmi.org](mailto:inspector@howelltownshipmi.org)

Fee: \$900.00

File No.: \_\_\_\_\_

Parcel ID #: 4706- <u>07</u> - <u>400</u> - <u>005</u>	Date <u>07/10/25</u>
Applicant Name <u>Row Crop, LLC / D Freeman</u> Applicant Address <u>1600 Division St. Ste 225, Nashville TN</u>	
Phone _____ Fax _____ Email _____	
Property Owner Name <u>Rick Van Gilder</u>	
Phone _____ Fax _____ Email _____	

<input type="checkbox"/> Township Board Meeting	<input checked="" type="checkbox"/> Township Planning Commission Meeting
Requested Meeting Date: _____ Location of Property: <u>SW corner of Marr &amp; Fleming</u>	
Project: <u>Luke Bryan Farm Tour</u>	
Describe Reason for Requesting Meeting:  Due to a change in locations for the event, we are starting our application process much later than normal. We are asking for a special meeting in order to expedite the process.	

Meeting will be posted once payment is received

Final date will be determined by availability of hall and board members

Dates we are available:

July 28

August 6 or 7

August 11 - 14

August 20 - 21

**HOWELL TOWNSHIP**  
**Application for Special Use Permit**

3525 Byron Road Howell, MI 48855

Phone: 517-546-2817 ext. 108

Email: [inspector@howelltownshipmi.org](mailto:inspector@howelltownshipmi.org)

Fee: \$750.00

File No. \_\_\_\_\_

Parcel ID #: 4706- <u>07</u> - <u>400</u> - <u>005</u>		Date <u>07/10/25</u>
Applicant Name <u>Row Crop, LLC / Dennis Freen</u>		Applicant Address <u>1600 Division, Ste 225, Nashville</u>
Phone _____	Fax _____	Email _____
Applicant is:	<input type="checkbox"/> Owner	<input checked="" type="checkbox"/> Lessee
	<input type="checkbox"/> Land Contract Vendee	
	<input type="checkbox"/> Other: _____	

Complete and Attach: **Application for Land Use Permit** and **Application for Site Plan Review**

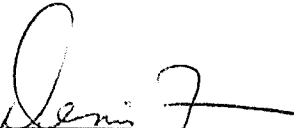
Current Zoning Classification <u>Agriculture</u>	Proposed Use <u>One day concert</u>
Legal Description (attach copy if necessary): <u>ATTACHED.</u>	
Designate Ordinance Section Number Authorizing Special Use Requested: <u>Section 16.10</u>	

Attach supporting material, exhibits and information that will support a finding of the following criteria: (Section 16.06)

1. Use will be harmonious with and in accordance with the general objectives, intent, and purposes of this ordinance.
2. The use will be designed, constructed, operated, maintained, and managed so as to be harmonious and appropriate in appearance with the existing or the intended character of the general vicinity.
3. The use will be served adequately by essential public facilities, such as highways, police, and fire protection, drainage, and refuse disposal.
4. That the use will not be hazardous or disturbing to existing or future neighboring uses.
5. That the use will create excessive additional requirements of public costs for public facilities, utilities, and services.
6. That this use will not have substantial adverse impact upon the natural resources and environment of the lot or parcel upon which it is to be located and adjacent areas, including,

but not limited to prime agricultural areas, forest and woodlot areas, lakes, rivers, streams, watersheds, water recharge areas, flood ways, and wildlife areas.

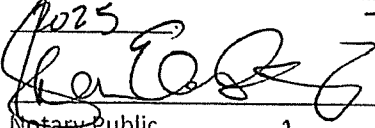
I hereby depose and say that all the above statements and information contained in this application and any attachments submitted herewith are true and accurate.

Applicant Signature 

Print Name DENNIS FREEMAN

Date 7-10-25

Subscribed to and sworn to before me  
This 10<sup>th</sup> day of July

2025  
  
\_\_\_\_\_  
Notary Public

Dandson Co., TN County, TN

My Commission Expires: 8/15/2026



# LUKE BRYAN

A yellow rectangular logo with a black border and the words "FARM TOUR" in black capital letters. There are small black stars on either side of the text.

August 4, 2025

Howell Township Planning Commission  
3525 Byron Road  
Howell, MI 48855

Mr. Montagno, Moore, Howell Township staff and the Howell Township Planning Commission,

Following are responses to the items we were asked to address in regards to Row Crop, LLC's application for a Special Use Permit for our proposed event on September 20<sup>th</sup> at 5610 W. Marr Road in Fowlerville MI.

Before addressing those items I'd like to mention that the Operational Statement we submitted with our Special Use Permit application contained a mistake. Luke Bryan's performance will take place from 9:30 – 11:00 pm. Our event will conclude at 11:00 pm, not 10:00 pm as stated in that Operational Statement.

Items to be addressed:

1. **Provide a detailed site plan including the legal description of the property.**
2. **Site plan to show topography at a contour interval no greater than two (2) feet and shall show natural features.**
3. **Site plan shall show zoning and existing land use of the site and of all adjacent properties and their owners.**
4. **Site plan shall be prepared by a registered professional Planner, Engineer, Land Surveyor, Architect, or Landscape Architect.**

Items #1 through #4 are addressed in diagrams delivered to the Township office by Joseph White of JW CivilWorks, LLC.

5. **Provide an estimated light coverage for the designated parking area.**

Item #5 is addressed in the diagrams delivered to the Township office by Joseph White of JW CivilWorks, LLC.

**6. Confirm notification radius.**

Any residence within 3000' of the concert area will be notified of the event. See Exhibit #1 for the letter that will be delivered to each of these residents.

**7. Provide an additional nineteen (19) restroom facilities.**

See Exhibit #2a and #2b for the invoice from our portable toilet vendor along with their permit to operate in Michigan. Also included is a quote from our vendor who handles clean up (Exhibit 2c). We are still obtaining quotes from dumpster vendors.

**8. Detail the location and dimensions of fourteen (14) gates.**

While we don't have fourteen distinct gates, we have nine gates with a total of 204' of exit space. Additionally, if needed in an emergency all four Emergency Gates can easily be opened even wider with very little effort by one or two people. There is always at least one security guard stationed at each gate.

- Front Gate is 60' wide, equivalent to eight 7' gates.
- Emergency Gate A/B is 24' wide, equivalent to three 7' gates
- Emergency Gate B/C is 24' wide, equivalent to three 7' gates
- Gates to left and right of the stage are 12' wide. Secondary Gates (12' each) on the east and west side of the backstage area would allow anyone exiting into the backstage area to exit into an open area.
- Emergency Gate C/D is 24' wide, equivalent to three 7' gates
- Bayer VIP Gate is 12' wide
- Fendt VIP Gate is 12' wide
- Emergency Gate D/A is 24' wide, equivalent to three 7' gates

Gate locations are called out on the diagram provided by Joseph White of JW CivilWorks, LLC.

**9. Provide an emergency medical facility on site which includes two (2) licensed doctors as well as four (4) registered nurses.**

See Exhibit #3 which outlines staffing that will be provided by Livingston County EMS and University of Michigan Medical Center.

**10. Provide Emergency and Severe Weather Action Plan.**

See Exhibit #4, Emergency Plan and Exhibit #5, Security Rider.

**11. Confirm coordination with local EMS and fire agencies regarding staffing, equipment, and response protocols.**

See Exhibit #6 from Livingston County EMS and Exhibit #7 from Howell Fire Department.

**12. Provide 40 class 2A hand fire extinguishers.**

See Exhibit #8 showing our rental of 40 fire extinguishers from Sunbelt Rentals.

**13. Demonstrate they have provided 20 public phones and 2 phones for exclusive use by police, security, fire, and emergency services.**

With the prevalence of cell phone usage these days, we would like to request a variance regarding this request. Cell service at the property is adequate but not robust. There is the possibility that 20,000 ticket buyers will overwhelm the cell towers near the property. However, we don't anticipate much impact on the local community outside of the concert site. We are currently in negotiations with Verizon and Surf Internet to provide a Cell on Wheel (COW) tower to improve cell service for the concert attendees. In complete transparency, we found out last week that the person we were working with at Surf Internet has left the company. We reached out to a new rep immediately but they directed us to another contact August 4<sup>th</sup>. We will provide an update to the Township as soon as we know more. AT&T (Firstnet) will be installing a temporary tower for exclusive use by any First Responders with Firstnet service. AT&T is not able to accommodate our request for a COW for use by concert attendees. T-Mobile has not responded to numerous emails.

**14. Provide a detailed site circulation plan, including designated delivery routes, parking areas, and emergency access zones.**

Item #14 is addressed on the Traffic Route diagram delivered to the Township office by Joseph White of JW CivilWorks, LLC.

Delivery routes are indicated by the green arrows directing vehicles to the center of the concert area. No deliveries will take place after the parking areas open to ticket buyers at 2:00 pm.

All Parking areas are indicated by parking space symbols.

Emergency access routes are shown in blue throughout the parking area and around all sides of the concert area. All emergency routes are a minimum of 25' wide. In addition to the emergency access routes, there is also a dedicated route to and from the event site to Grand River Ave. This is shown as a red line on the traffic route diagram. This is noted with red arrows from the EMS/Command area south through the farm to Grand River Ave. This dedicated route is also 25' wide.

**15. Detail parking space dimensions.**

As drawn, there are 6,741 parking spaces on the property. Twenty five of these will be taken up by light towers used to illuminate the parking areas. This leaves an available total of 6,716 spaces. Each space as drawn is 9' wide x 20' deep. Eighty (80) of the spaces are designated as ADA compliant spaces. There is a 5' wide aisle between each ADA space. Every sixth ADA space has an 8' aisle in order to accommodate ADA vans.

**16. Provide a final list of entertainers which will perform in the opening act.**

- DJ Rock
- Peach Pickers
- Zach John King
- Tyler Hubbard

**17. Obtain a corporate surety bond as determined by the Township Board.**

Our insurance provider is working on this after receiving details from the Township attorney on August 4<sup>th</sup>. We will submit as soon as the paperwork is received.

**18. Obtain public liability insurance with limits of not less than \$300,000 and property damage insurance with a limit of not less than \$100,000.**

Insurance will be in place at least thirty (30) days prior to the concert and will be submitted to Howell Township staff as soon as possible. See Exhibit #9 sample COI from a previous Luke Bryan Farm Tour concert.

**Additional documentation:**

1. Exhibit #10 – Rental agreement between Row Crop. LLC and Rick Van Gilder.
2. Exhibit #11 – Rental agreement between Row Crop, LLC and Kim and Kerrik Griffes for an additional parking area. Attached is the unsigned document. I will submit as soon as signatures are secured
3. Exhibit #12 - Traffic signage plan provided by Livingston County Sheriff's Office
4. Exhibit #13 - Livingston County Sheriff's Office plan for traffic management.

We appreciate your willingness to consider our permit application on such short notice. I look forward to meeting with all of you August 12<sup>th</sup>.

Sincerely,

Dennis Freeman  
Luke Bryan Farm Tour Operations



# EXHIBIT #1

## LUKE BRYAN ★ FARM TOUR ★

August 13, 2025

**To: Neighbors along W. Marr Road and Fleming Road**

By way of introduction, my name is Dennis Freeman and I handle operations for the Luke Bryan Farm Tour. The Farm Tour was created by Luke and his managers fifteen years ago. Each year, we visit working farms and put on a concert featuring Luke and other country music artists. The goal of the tour is to bring a typical Luke Bryan concert experience to areas where he may not normally perform. This year's tour includes a stop at the Van Gilder Farm property on the southwest corner of W. Marr Rd. and Fleming Rd. The concert date is **Saturday, September 20<sup>th</sup>.**

This letter has been sent to provide a few details regarding the concert in an effort to minimize the event's impact on you and your families. Below is the schedule for our event:

- Parking opens at 2:00 pm
- Concert begins at 5:00 pm
- Concert ends at 11:00 pm

In the past, traffic has been heavy between 4:00 pm and 7:00 pm prior to the concert and then 10:30 – 12:30 pm after the concert. We will be hiring local law enforcement to assist with traffic flow before and after the concert. And we have an experienced parking team that will be directing cars into proper parking areas once they enter the farm property. Please plan for extra time if you need to get to or from your property during those heavier times.

Also, the sound levels at the concert will be set to have minimal, if any, impact on your residence. While there are certain atmospheric properties which impact sound levels and are out of our control, we will make every effort to control the sound levels so that the music will not be heard inside your homes.

Please feel free to email me at the address below with any questions.

Sincerely,

[REDACTED]

# Exhibit 2a

CONTRACT: 054779

ORDER: 1

Special

C&L SANITATION, INC.

P.O. Box 691 -- PERRYSBURG, OHIO 43552 -- (419) 874-4653 -- FAX (567) 368-9095

RENTED TO:

CUSTOMER NUMBER - NAME - ADDRESS - PHONE

COD896

ROW CROP, LLC

2915 BERRY HILL DR

NASHVILLE TN 37204

DELIVERED TO:

SITE NAME - ADDRESS - PHONE

5610 W. MARR RD FOWLerville MI

ON SITE ATTENDANTS FOR ENTIRE

EVENT. WASTE REMOVAL UPON

COMPLETION OF EVENT

DATE ORDERED	DATE WANTED	ORDERED BY	TERMS
07/23/2025	09/20/2025	DENNIS FREEMAN	NET 10 DAYS
P.O. NUMBER	JOB NUMBER	CANCELLED BY	DATE CANCELLED
VERBAL DENNIS	FOWLerville MI		

SPECIAL  
INSTRUCTIONS

CUSTOMER RESPONSIBLE FOR DAMAGES, LOSS OR THEFT

EVENT DATE: 9/20/25

PICK UP DATE: 9/21/25

RECEIVED BY	DATE DELIVERED	DATE START BILLING	DATE END BILLING	ENTERED BY
				TLS/EK
		DAY	RT	ST
				SM

QTY	DESCRIPTION	SERVICE CODE	UNIT VALUE	RENTAL RATE
184	STD UNIT YES HAN SAN	SPECIAL	\$ 1,100.00	\$ 0.00 /UNIT
10	ADA UNIT YES HAN SAN	SPECIAL	\$ 2,100.00	\$ 0.00 /UNIT
10	TWO STATION SINK	SPECIAL	\$ 950.00	\$ 0.00 /UNIT
16	MENS URINAL ROOM	SPECIAL	\$ 2,000.00	\$ 0.00 /UNIT

Pickup Date: 9/21/25 By: \_\_\_\_\_

UNIT NUMBERS:

CUSTOMER COPY



MICHIGAN DEPARTMENT OF  
ENVIRONMENT, GREAT LAKES, AND ENERGY

## SEPTAGE HAULER BUSINESS LICENSE

**OWNER NAME:** Thomas L. Stange

**BUSINESS NAME:** C & L Sanitation Inc

**BUSINESS ADDRESS:** P.O. Box 691  
27545 Glenwood Road  
Perrysburg OH 43552-0691

**EGLE LICENSE NUMBER:** SH-1008

**EXPIRATION DATE:** 5/12/2028

**CONTINUING SEPTAGE EDUCATION  
RESPONSIBLE AGENT:** Thomas L. Stange

**EFFECTIVE DATE:** 5/12/2023

### DISPOSAL SITE LOCATION(S)

**Septage Waste Receiving Facility:** Leoni Township WWTP

**Land Site:**

A handwritten signature in black ink, likely belonging to an official from the Michigan Department of Environment, Great Lakes, and Energy.

SIGNATURE OF EGLE OFFICIAL

30 Continuing Septage Education (CSE) credit hours will be needed to renew the license according to the expiration date above. Hours MUST be completed between the Effective Date through the Business License Expiration Date. NO EXCEPTIONS

QUOTE

BARRY SIZEMORE  
203 SUNDOWN DR.  
SMYRNA, TN  
37167

TO: DENNIS FREEMAN

EVENT TITLE		EVENT LOCATION	PAYMENT TERMS	DATE
LUKE BRYAN FARM TOUR		NASHVILLE, TN	Due on receipt	07/29/2025
DESCRIPTION				
	QUOTE FOR FOWLerville MI, LUKE BRYAN FARM TOUR 09/20/2025			
	QUOTE INCLUDES:			
250	TRASH CANS STRATEGIALLY PLACED THROUGHOUT THE SITE			
17	CREW MEMBERS FOR THE ENTIRE EVENT DAY			
	TOTAL QUOTE:			\$20,000.00

MAKE ALL CHECKS PAYABLE TO: BARRY SIZEMORE

# Exhibit #3

Deputy Director  
EMS Manager  
(7)Paramedic Supervisors

Ambulance A108	Paramedic EMT
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Ambulance A109	Paramedic EMT
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Gator-1	Paramedic EMT (Fire)
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Gator-2	Paramedic EMT (Fire)
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Gator-3	Paramedic EMT (Fire)
---------	-------------------------

Gator-4	Paramedic EMT (Fire)
---------	-------------------------

Gator-5	Paramedic EMT (Fire)
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Medical Tent	Physican Physican Physican Physican RN Critical Care Paramedic
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First Aid Tent	Paramedic EMT
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Stage 1	Paramedic EMT EMT (Fire)
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Stage 2	Paramedic EMT EMT (Fire)
---------	--------------------------------

Field 3	Paramedic EMT EMT (Fire)
---------	--------------------------------

Field 4	Paramedic EMT EMT (Fire)
---------	--------------------------------



## LIVINGSTON COUNTY EMS

1911 Tooley Road \* Howell MI 48855  
Business (517) 546-6220 \* Fax (517) 546-6788 \* Emergency 911

**DAVID FELDPAUSCH**  
DIRECTOR  
[dfeldpausch@livgov.com](mailto:dfeldpausch@livgov.com)

**AMY CHAPMAN**  
DEPUTY DIRECTOR  
[achapman@livgov.com](mailto:achapman@livgov.com)

July 24, 2025

To Whom It May Concern,

Livingston County EMS has been contacted by the organizers of the Luke Bryan Farm Tour to provide medical services for the concert on September 20, 2025. As in previous years, we will collaborate with University of Michigan physicians in the medical tent and deploy our EMS personnel throughout the venue to assist with any medical emergencies that may occur.

If you have any questions regarding medical services, please feel free to contact me for more information.

Sincerely,

Amy Chapman  
Deputy Director  
Livingston County EMS  
[achapman@livgov.com](mailto:achapman@livgov.com)  
517-861-1446



# Howell Area Fire Department

1211 W Grand River Ave  
Howell, MI 48843  
office: 517-546-0560

July 23, 2025

To: Dennis Freeman and,  
Howell Township Planning Commission

From: Jamil Czubenko, Deputy Chief/Fire Marshal

Re: 2025 Luke Bryan Farm Tour

The current plan for the 2025 Luke Bryan Farm Tour will put the event in Howell Township, on September 20 and within the Howell Area Fire Department (HAFD). The HAFD is responsible for fire prevention, fire safety and emergency fire response within this jurisdiction. We will conduct all site plan reviews and on-site inspections as the Authority Having Jurisdiction (AHJ) as it relates to the HAFD.

The HAFD will also have at least one (1) tanker truck and one (1) brush truck present on site for fire suppression readiness.

Please do not hesitate if you have any questions or comments.

Respectfully,

*Jamil Czubenko*



PC#: 0315  
14485 S US HIGHWAY 27  
DEWITT, MI 48820 8305  
517-487-3055

**SUNBELT RENTALS, INC.**

Salesman: 031502 BARRETT, CRAIG (315)  
Typed By: DVAILE

**Job Site:**

KUBIAK FAMILY FARMS  
10661 WEST SHERWOOD RD  
\*\* LUKE BRYAN FARM TOUR \*\*  
FOWLERVILLE, MI 48836  
J#: 999-999-9999

Customer: 547362  
ROW CORP LLC  
PO BOX 22359  
NASHVILLE, TN 37202

**QUOTE**

Contract #.. 171934645  
Contract dt. 7/23/25  
Date out.... 9/20/25 8:00 AM  
Est return.. 9/26/25 8:00 AM  
Job Loc..... 10661 WEST SHERWOOD RD, FOWLERVI  
Job No..... FARM TOUR 2021 MI  
P.O. #..... 25 LBFT FOWLERVILLE - FIRE  
Ordered By.. MOSER, KRISTEN  
NET 30

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
40.00	FIRE EXTINGUISHER 2.5LB - 5LB	5.00	5.00	10.00	15.00	400.00

**SALES ITEMS:**

Qty	Item number	Unit	Price	
1	ENVIRONMENTAL	EA		N/C
	2133XXX000 ENVIRON/HAZMAT/DISPOSAL FEE			

Sub-total: 400.00  
Tax: 39.00  
Total: 439.00

All amounts are in USD

\*\*\*\*\*

IF THE EQUIPMENT DOES NOT WORK  
PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR  
OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR  
REFUELING, DAMAGES AND REPAIRS

1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at [www.sunbeltrentals.com/rentalcontract](http://www.sunbeltrentals.com/rentalcontract). \* Delivery/Pickup Surcharge fee explanation is available at [www.sunbeltrentals.com/surcharge](http://www.sunbeltrentals.com/surcharge).
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) \_\_\_\_\_ (Customer Initials)

Customer Signature

Date

Name Printed

Delivered By

Date

# SUNBELT RENTALS TERMS AND CONDITIONS

1) **DEFINITIONS.** "Authorized Individuals" are those individuals that Customer directly or indirectly allows to use the Equipment, who must be properly trained to use the Equipment, at least 18 years old or the legal age of majority in the state, whichever is greater and are not under the influence of any drugs, alcohol, substances or otherwise impaired. "Customer" is identified earlier and includes any of your representatives, agents, officers, employees or anyone signing this Contract on your behalf. "Environmental Services Charge" is the charge described in Section 17. "Equipment" is the equipment and/or services identified on the other pages provided, together with all replacements, repairs, additions, attachments and accessories and all future Equipment used. "Incident" is any fire, explosion, theft, accident, casualty, loss, fire, damage, injury, death, damage to person or property, claimed by a person or entity that appears to have occurred in connection with the Equipment. "Lost" means the Equipment is either stolen, its location is unknown, or Customer is unable to recover it for a period of 30 days. "FMV" is the Equipment's fair market value on or about the date of the Incident relating to the Equipment, plus any administrative fees and expenses. "One Shift" means not more than 8 hours per day, 40 hours per week and 160 hours every 4-week period, provided that double shift will be 150% and triple shift will be 200% of the rental charge on Equipment with hour meters. "Ordinary Wear and Tear" means normal deterioration considered reasonable in the equipment rental industry for One Shift use. "Party" means Sunbelt or Customer and together both are the "Parties". "Pick-Up Number" is the number Customer obtains from Sunbelt evidencing the Customer's call to pick up Equipment. "Rental Period" commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store or picked up by Sunbelt during normal business hours, provided Customer has otherwise complied with this Contract. "RPP" is the rental protection plan described in Section 10. "Site Address" is the location that Customer represents the Equipment will be located during the Rental Period identified earlier. "Store" is the Sunbelt location identified earlier. "Sunbelt" is Sunbelt and its affiliated companies, their respective officers, directors, employees and agents. "Telematics Data" is a data collected within the Equipment or via software relating to the Equipment, its performance, location, or operation. Transportation Surcharge" is a charge intended to defray a wide range of transportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges.

2) **TERMS.** Customer's execution of this Contract or taking possession of the Equipment (whichever occurs first) shall be deemed acceptance of the terms herein for this and all past and future contracts between Sunbelt and Customer upon Customer's receipt of Sunbelt's Equipment under those contracts. Customer rents the Equipment from Sunbelt pursuant to this Contract, which is a true lease. The Equipment (a) is and shall remain the personal property of Sunbelt and (b) shall not be affixed to any other property. Customer shall not pledge or encumber the Equipment in any manner.

3) **PERMITTED USE.** Customer agrees and warrants that (a) Sunbelt has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits, (b) prior to each use and its return to Sunbelt, Customer shall inspect the Equipment to confirm that the Equipment is in good condition, without defects, readable details are on the Equipment, and the Equipment is suitable for Customer's intended use, (c) Customer has access to and reviews the operating and safety instructions and will operate the Equipment in accordance with the manufacturer's instructions and with applicable safety equipment, (d) any agent or agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Sunbelt to leave the Equipment at the Site Address without requirement of written receipt); (e) Customer shall immediately stop use and notify Sunbelt if the Equipment is damaged, unsafe, disabled, malfunctioning, warning lights come on, leveled upon, threatened with seizure, Lost, or if any Incident occurs; (f) Customer has received from Sunbelt all information needed or requested regarding the operation of the Equipment; (g) Sunbelt is not responsible for providing operator or other training unless Customer specifically requests in writing and Sunbelt agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (h) Sunbelt is not responsible for Customer's obligation to provide reasonable accommodation(s) to any (disabled) Authorized Individual(s); (i) only Authorized Individuals shall use and operate the Equipment, however Customer is responsible for the Equipment and its use during the Rental Period regardless of the user; (j) the Equipment shall be used and maintained in a careful manner, within the Equipment's capacity and in compliance with all applicable laws, regulations, as well as all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA and ADA, as revised; (k) the Equipment shall be kept in a secure location; and (l) Customer shall provide Sunbelt with accurate and complete information, which Sunbelt relies upon to provide the appropriate Equipment to Customer.

4) **PROHIBITED USE.** Customer shall not (a) alter or cover up any decals or insignia on the Equipment, remove any operating or safety equipment or instructions or alter or tamper with the Equipment; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Sunbelt's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner; or (e) publicize the use of the Equipment in any manner (including, without limitation, print, audiovisual or electronic); or (f) allow the use of the Equipment by anyone other than Authorized Individuals (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

5) **MAINTENANCE.** Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling and fluid systems, batteries, tire/tracks cutting edges, and clearing in accordance with the manufacturer's specifications, as applicable. All other maintenance or repairs may only be performed by Sunbelt or its agents, but Sunbelt has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If Sunbelt determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges, additional fees, if any, and rental of the Equipment until the repairs are completed. If Equipment is stolen or damaged in excess of 40% of the Equipment's FMV, Customer will be responsible for the FMV of the Equipment, including sales tax, as applicable. Sunbelt has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants Sunbelt and its agents the right to enter the physical location of the Equipment for the purpose set forth herein. Sunbelt shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Sunbelt's breach of this Section. Notwithstanding Sunbelt's service commitment, if Customer breaches this Contract, Sunbelt shall have no obligation to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.

6) **CUSTOMER LIABILITY. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT.** After an Incident, Customer shall (a) immediately notify Sunbelt, the police, if necessary, and Customer's insurance carrier; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Sunbelt or its agents investigate; (c) immediately submit copies of all police or other third party reports to Sunbelt; and (d) as applicable, pay Sunbelt, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the FMV or (ii) the full charges of recovery and repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Sunbelt shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

7) **NO WARRANTIES. SUNBELT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST SUNBELT ENTITIES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES SUNBELT ENTITIES FROM ALL LIABILITIES AND DAMAGES INCLUDING LOSS PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS INSTALLATION, OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF, A BREACH OF SUNBELT'S OBLIGATIONS HEREIN OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM CUSTOMER OR THIRD PARTIES, UPON WHICH SUNBELT RELIES; PROVIDED HOWEVER, IF CUSTOMER IS A CONSUMER UNDER APPLICABLE LAW, THEN NO CONSEQUENTIAL DAMAGES LIMITATION OF INJURIES TO PERSONS SHALL APPLY.**

8) **RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SUNBELT ENTITIES HARMLESS AND AT SUNBELT'S REQUEST, DEFENDS SUNBELT ENTITIES (WITH COUNSEL APPROVED BY SUNBELT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEYS' AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) ACCESS, USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY THAT CUSTOMER IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT.** All of Customer's indemnification obligations under this paragraph shall be joint and several.

9) **INSURANCE.** During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) for Customers using Equipment for non-personal use, general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 8; (b) for Customers using Equipment for non-personal use, property insurance against loss by all risks to the Equipment, in an amount at least equal to the FMV thereof, unless RPP is elected at the time of rental and paid for prior to any Incident; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverages, and uninsured/uninsured motorist coverage), in the same amounts set forth in subsections (a) and (b). If the Equipment is to be used on any roadway, such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Sunbelt and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for Sunbelt to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overruns is a breach. Customer shall provide Sunbelt with certificates of insurance to [insurancecertificates@sunbeltrentals.com](mailto:insurancecertificates@sunbeltrentals.com) evidencing the coverages required above prior to any rental and any time upon Sunbelt's request. To the extent Sunbelt Entities carry any insurance, Sunbelt Entities' insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise.

10) **RENTAL PROTECTION PLAN.** Customer's repair or replacement responsibility in Sections 5 and 6 of this Contract is modified by the RPP, if offered on the Equipment, and Sunbelt shall limit the amount Sunbelt collects from Customer for the Equipment loss, damage or destruction to the following amounts for each piece of Equipment, per each occurrence: (a) 10% of the FMV for Lost Equipment, up to a maximum of \$500 per piece of Equipment; (b) 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of \$500 per piece of Equipment; (c) charges in excess of \$50 per tire for tire repairs; and (d) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by Sunbelt or Lost Equipment is being replaced; provided however, the foregoing RPP liability reduction only applies if the Conditions (defined below) are satisfied and an Exclusion (defined below) does not apply. The RPP is NOT INSURANCE and does NOT protect Customer from liability to Sunbelt or others arising out of possession, control or use of the Equipment, including injury or damage to persons or property. The RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY. All of the following "Conditions" must be satisfied for the RPP and the corresponding liability reduction to apply: (i) Customer accepts the RPP in advance of the rental; (ii) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract (iv) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (v) none of the Exclusions apply. Customer assumes the Exclusions risks, meaning that if any Exclusion occurs, the RPP does NOT reduce the liability of Customer to Sunbelt for the loss, theft, damage or destruction resulting from such Exclusion. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment: (A) due to intentional misuse; (B) caused by Lost Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to Sunbelt); (C) due to floods, water level changes, wind, storms, earthquakes or Acts of God; and (D) accessories or Equipment for which Customer has not charged the RPP fee. **THE RPP DOES NOT REMAIN THE LIABILITY OF CUSTOMER AND ARE NOT COVERED BY THE RPP. RPP IS RENTED ON THIS CONTRACT AS PART OF CUSTOMER'S ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RPP IN WRITING, FAILS TO PAY THE RPP FEE OR MADE OTHER CONTRACTUAL ARRANGEMENTS WITH SUNBELT.** Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, Sunbelt retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered. Sunbelt shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer

shall cooperate with, assign Sunbelt all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Sunbelt whatever documents are required and take all other necessary steps to secure in Sunbelt such rights, at Customer's expense.

11) **RENTAL RATES.** The total charges specified in this Contract are: (a) estimated based on Customer's representation of the estimated Rental Period identified herein (rental rates beyond the estimated Rental Period may change) and other information conveyed by Customer to Sunbelt; and (b) for the Equipment's use for One Shift, unless otherwise noted. Weekly and 4 week rental rates shall be provided. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for, (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional fees for more than One Shift use; (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Contract; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) miscellaneous charges, such as fees for lost keys, RPP, costs to recover Equipment, emergency mobilization or store opening; (vi) fuel used during the Rental Period and for refueling Equipment (as described below); (vii) fines for use of dyed diesel fuel in on-road Equipment; and (viii) an Environmental Services Charge (see [www.sunbeltrentals.com/environmentalfee](http://www.sunbeltrentals.com/environmentalfee)) and (ix) Transportation Surcharge (see [www.sunbeltrentals.com/transportcharge](http://www.sunbeltrentals.com/transportcharge)). The convenience charge for off road diesel fuel does not include governmental motor fuel taxes or charges. Sunbelt collects these fees as revenue and uses them at its discretion.

12) **PAYMENT.** Customer shall pay for the rental of Equipment, sale of Equipment, materials and all other items and services identified in this Contract and all other amounts due, without any offsets, in full, in advance at the time of rental, unless Sunbelt approves Customer's executed commercial credit application. Commercial customers who are approved for Sunbelt's extended payment terms must pay, in arrears, upon receipt of Sunbelt's invoice, either by cash, check or ACH. Customer must notify Sunbelt in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Sunbelt's discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall reimburse Sunbelt for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Payment of any late charge does not excuse Customer of any default under this Contract. Sunbelt shall pay a fee of \$75 for each check returned for lack of sufficient funds to compensate Sunbelt for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. **CUSTOMER AGREES THAT IF A CREDIT OR DEBIT CARD IS PRESENTED TO PAY FOR CHARGES OR TO GUARANTEE PAYMENT, CUSTOMER AUTHORIZES SUNBELT TO CHARGE THE CREDIT OR DEBIT CARD. ALL AMOUNTS SHOWN ON THIS CONTRACT AND CHARGES SUBSEQUENTLY INCURRED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO THE EQUIPMENT AND EXTENSION OF THE RENTAL PERIOD, Effective June 1, 2021 and where permitted by law, Sunbelt may impose a surcharge of 2% (minimum \$3) for credit card payments on charge accounts. This surcharge is not greater than Sunbelt's merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.**

13) **RETURN OF EQUIPMENT.** Sunbelt may terminate this Contract at any time, for any reason. The Equipment shall be returned to Sunbelt (when needed for inspections, maintenance and at the end of the Rental Period) in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will return the Equipment at the end of the Rental Period, but will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If Sunbelt delivered the Equipment to Customer, Customer shall notify Sunbelt that the Equipment is ready to be picked up at the Site Address and obtain a Pick-Up Number, which Pick-Up Number Customer should keep as proof of the call; provided Customer remains liable for any loss, theft, damage to or destruction of the Equipment until Sunbelt confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges after the date the Pick-Up Number is given, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays or statutory holidays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified earlier, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

14) **PURCHASES.** If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, Sunbelt sells and delivers such items to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment of Sunbelt of the full purchase price of the item. Sunbelt retains title to the item until Customer has paid in full.

15) **DEFAULT.** Customer shall be in default if Sunbelt deems itself insecure or if Customer: (a) fails to pay sums when due; (b) breaches any Section of this Contract; (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, takes protection from its creditors under any insolvency legislation, ceases to carry on business, in has its assets seized by any creditor; (d) fails to insure the Equipment as required, or otherwise places the Equipment at risk; (e) fails to return Equipment immediately upon Sunbelt's demand; or (f) is in default under any other contract with Sunbelt. If a Customer default occurs, Sunbelt shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of Sunbelt's costs, including reasonable costs of collection, court costs, attorneys and legal fees, incurred in exercising any of its rights or remedies herein. Sunbelt shall not be liable due to seizure of Equipment by order of governmental authority. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST SUNBELT ENTITIES FOR SUCH REPOSSESSION.**

16) **CRIMINAL WARNING.** The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws.

17) **ENVIRONMENTAL SERVICES CHARGE.** To promote a clean and sustainable environment, Sunbelt takes various measures to comply with applicable environmental regulations, as well as with Sunbelt's own policies. Sunbelt also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include services such as waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel-efficient equipment, as well as, labor costs, administration costs, etc. To help offset these and other costs, Sunbelt assesses an Environmental Services Charge, plus applicable taxes thereon in connection with certain rentals. The Environmental Services Charge is not a tax or governmentally mandated charge and is not designated for any particular use or placed in an escrow account, but is a charge that Sunbelt collects as revenue and uses at its discretion.

18) **FUEL.** For Equipment that uses fuel, Customer has three options: (a) Prepay Fuel Option - Customer may purchase a full tank of fuel for the Equipment at the start of the rental, in which case a "convenience charge" will appear on this Contract (calculated by multiplying the estimated fuel capacity of Equipment by the Prepay per gallon rate). As an added benefit, Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full, Customer will not obtain any credit for fuel left in the Equipment upon return); (b) Pay on Return Option - If Customer returns Equipment with less fuel than when received, Customer shall pay a refueling charge (calculated by multiplying gallons required to refuel tank with fuel at level when received, by the Pay on Return per gallon rate); and (c) Return Fuel Option - If Customer returns the Equipment with at least as much fuel as when it was received (most Sunbelt Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed. The cost of Customer refueling Equipment itself will generally be lower than the Prepay Fuel Option or the Pay on Return Option; however these options each allow for the convenience of not refueling. Customer agrees that none of these options are a retail sale of fuel.

19) **LIMITATION OF SUNBELT'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT SUNBELT'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S, SUNBELT ENTITIES, OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.**

20) **JURY TRIAL WAIVER. IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND SUNBELT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.**

21) **ARBITRATION AGREEMENT & CLASS ACTION WAIVER. AT THE ELECTION OF CUSTOMER OR SUNBELT, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES AND JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.**

22) **COMPLIANCE WITH EXPORT AND IMPORT LAWS.** Removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) obtain Sunbelt's consent prior to taking such action, including approval of established customs broker, and (b) execute an amendment to this Contract, which amendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations; and (ii) Customer, as the exporter/importer of record, is responsible for: (A) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment; (B) obtaining any required documentation necessary for return of the Equipment; and (C) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to [www.iss.doc.gov](http://www.iss.doc.gov) for information.

23) **COLLECTION OF DATA.** Customer consents to the collection, use and disclosure of the data and information Customer voluntarily provides to Sunbelt, including personal identification information and financial information, as well as the Telematics Data collected from the Equipment, as described in our Privacy Policy found at [www.sunbeltrentals.com/privacypolicy](http://www.sunbeltrentals.com/privacypolicy).

24) **GOVERNING LAW.** The Parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of South Carolina, without regard to any conflicts of law principles and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.

25) **FORCE MAJEURE.** Sunbelt shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond Sunbelt's control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts; (d) riot or other civil unrest; (d) government order, law, regulations, shutdowns, or actions; (e) embargoes or blockades in effect on or after the date of this Contract; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (j) other events beyond the control of Sunbelt.

26) **MISCELLANEOUS.** This Contract, together with any Customer executed commercial credit application, if any, constitutes the entire agreement of the Parties regarding the Equipment and may not be modified except by written amendment signed by the Parties. Any reference in Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. This Contract benefits solely the Parties and their respective permitted successors and assigns and nothing in this Contract, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract. Customer's obligations hereunder shall survive the termination of this Contract. If any term is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or invalidate or render unenforceable such term. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including Sunbelt's lenders) who have rights in the Equipment. Headings are for convenience only. To the extent that any terms in this Contract conflict, the Parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by Sunbelt to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract agree, represent and warrant that: (a) the person executing is 18 or the legal age of majority in the state, whichever is greater and they both have full authority to execute, deliver and perform this Contract; and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. If the Parties have a fully executed, active agreement, intended to govern over conflicting terms and conditions, such agreement shall take precedence over the terms herein.

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Frost Specialty Inc.</b> <b>1117 17th Avenue South</b> <b>Nashville, TN 37212</b> <b>615 312-9171</b>	<b>CONTACT NAME:</b> Mindy Norris <b>PHONE (A/C, No, Ext):</b> [REDACTED] <b>MAIL ADDRESS:</b> mindys@frostspecialty.com																					
<b>INSURED</b> <b>Row Crop, LLC;DBA Luke Bryan</b> <b>Vaden Group</b> <b>1600 Division Street, Suite 225</b> <b>Nashville, TN 37203</b>	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td colspan="2">INSURER A : Great Divide Insurance Company</td><td>25224</td></tr> <tr> <td colspan="2">INSURER B : Fireman's Fund Insurance Company</td><td>21873</td></tr> <tr> <td colspan="2">INSURER C :</td><td></td></tr> <tr> <td colspan="2">INSURER D :</td><td></td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Great Divide Insurance Company		25224	INSURER B : Fireman's Fund Insurance Company		21873	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CLA751960914	09/09/2024	09/09/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			UST010459240	06/05/2024	06/05/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUA751961010	09/09/2024	09/09/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SCW0289282401	06/05/2024	06/05/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Kern and County's board members, officials, officers, agents, and employees are added as Additional Insured but only as respects to liability arising out of the operations of the named insured. Re: 2025 Farm Tour Event

## CERTIFICATE HOLDER

## CANCELLATION

County of Kern  
 1350 Norris Rd.  
 Bakersfield, CA 93308

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# LUKE BRYAN



2025

## VENUE RENTAL AGREEMENT

Richard Van Gilder dba Van Gilder Farms (hereafter referred to as FARM) and Row Crop, LLC (hereafter referred to as ROW CROP) hereby agree to the following terms for the rental of that portion of the FARM property located at 5601 W Marr Rd, Fowlerville MI 48836, described on Exhibit A attached to this Agreement (the "Rental Property"), for the purpose of hosting a live musical concert performance featuring Luke Bryan and other performers selected by ROW CROP lasting approximately four (4) hours for persons holding tickets or passes permitting access to the Rental Property between the hours of 12:00 PM and 11:00 PM on 9/20/2025 (the "Event").

1. FARM agrees to provide the Rental Property as-is except for the agreed upon modifications described below, and with all fields prepared to act as the Event venue or parking areas for the duration of this rental as specified below. ROW CROP agrees to reimburse FARM for the actual, reasonable costs of such modifications, provided that all service providers and costs are approved by ROW CROP as provided below in advance of the work being done. Exact date(s) specified in item #5. Attached as Exhibit A is a diagram of the rental property indicating the areas proposed to be used as the Event venue and those to be used for parking; the parties acknowledge that the Rental Property does not include houses, barns or other structures located on the FARM property, unless those structures are included in the Rental Property described on such Exhibit A.

- Modification #1: FARM will harvest existing wheat crop and spread a wheat cover crop at ROW CROP's expense. Service provider and costs shall be subject to ROW CROP's reasonable approval.
- Modification #2: FARM will arrange for all fields to be mowed no more than 7 days prior to the event date at the expense of ROW CROP. Service provider and costs shall be subject to ROW CROP's reasonable approval. ROW CROP will cover the expense of up to two mowings.
- Modification #3: FARM will ensure that all entrances, marked with a red "X" on the site map attached in Exhibit A and at the direction of Dennis Freeman, have a gravel area a minimum of 24' (twenty-four feet) wide and 30' (thirty feet) long. Service provider and costs shall be subject to ROW CROP's reasonable approval.
- Modification #4: FARM to ensure that "Emergency Road" marked with a red "X" on the site map attached in Exhibit A and at the direction of Dennis Freeman is accessible for ROW CROP and emergency vehicles. This will be at the expense of ROW CROP. Service provider and costs shall be subject to ROW CROP's reasonable approval.
- Modification #5: FARM to install snow fence along any areas of Marr Road and Fleming Road that are flat and could be easily accessed by a vehicle leaving the road. This will be at the expense of ROW CROP. Service provider and costs shall be subject to ROW CROP's reasonable approval.

FARM acknowledges and agrees that all service providers and costs shall be subject to ROW CROP's written approval in each case, prior to any work being done. Additionally, FARM must provide contact info for a representative that will be available to Event staff from 7:00 am until approximately 1:00 am on the day of the event.

RVG FARM INITIALS

During the two-day rental period, except for FARM personnel authorized by ROW CROP as provided in paragraph 14 below and persons holding Event tickets (on the date and during the hours of the Event only), ROW CROP will have complete and exclusive use of and access to the Rental Property on the dates and during the periods designated in Paragraph 6 below, and no other persons, whether or not authorized by FARM, will be permitted entry to the Rental Property without written permission of ROW CROP.

2. ROW CROP is responsible for trash cleanup at the conclusion of the Event. All trash will be left in receptacles provided by ROW CROP, for disposal by ROW CROP. ROW CROP will reimburse FARM for the reasonable costs of repairs for damage to property over and above minor repairs that can be done by FARM. FARM must provide estimates for any such repair work before work is done, which shall be subject to ROW CROP's reasonable approval, and invoices when work is complete.

3. ROW CROP is responsible for staffing the Event, security, parking attendants, light and sound operators, porta potties, trash receptacles, and lighting towers for parking.

4. ROW CROP will be responsible for all permits and licenses required for ROW CROP's use of the Rental Property for the purposes and in the manner provided in this agreement.

5. ROW CROP agrees to pay FARM a total rental fee in the amount of [REDACTED] for two days' rental, from approximately 8:00 AM on September 20, 2025 (the "Commencement Date") until approximately 12:00 PM on September 21, 2025. FARM will provide ROW CROP with a completed Form W-9 prior to such payment. Full payment will be made by business check payable as directed by FARM at the immediate conclusion of the Event provided that, if the Event is cancelled (other than due to a Force Majeure Event (as defined below), ROW CROP will instead pay to FARM a cancellation fee in the amount of [REDACTED], plus any documented, approved expenses that have already been incurred by FARM. Notwithstanding the foregoing, if the scheduled Event is cancelled due to COVID-19 concerns or any other Force Majeure Event (as defined below), ROW CROP and FARM agree to work in good faith to re-schedule the Event for another mutually-approved date; provided that if the Event cannot be so re-scheduled, then neither party shall have any obligation to the other, except that ROW CROP shall reimburse FARM for any approved expenses that have already been incurred by FARM. For purposes of this paragraph, a "Force Majeure Event" includes any event or condition beyond ROW CROP's reasonable control that results in the cancellation or delay of the scheduled Event, including by way of example but not limitation, death, serious illness or injury, epidemic, pandemic, governmental action, flood, storm or other natural disaster, fire, explosion, war, civil disorder or labor dispute.

6. ROW CROP has permission to load-in on September 19, 2025 if it chooses to; and their load-out is to be completed on the morning of September 21, 2025. As part of the load out, ROW CROP agrees to leave receptacles for proper disposal of all trash by ROW CROP. Notwithstanding the foregoing, Sunbelt, a vendor of ROW CROP for the EVENT, and such other vendors as may be specified by ROW CROP to FARM, may drop off equipment as many as 5 days prior to EVENT and pick up equipment as many as 5 days following EVENT.

7. ROW CROP reserves all rights to on-site vending, including alcohol sales (to the extent permitted by applicable local ordinances and subject to any required permits) and also including the sale of Luke Bryan items.

8. ROW CROP will carry general liability insurance, with coverages specifically including alcohol sales, third party damage and personal injury, in connection with the Event in appropriate amounts with limits of \$2,000,000 in the aggregate with excess liability of \$10,000,000. ROW CROP agrees to list FARM as an additional insured on a primary & non-contributory basis with respect to the Event. ROW CROP will provide FARM with a copy of the certificate of insurance upon request.

9. If requested by ROW CROP, FARM agrees to show proof of general liability insurance in appropriate amounts, as determined in FARM's reasonable business judgment, with respect to the rental property, and to name ROW CROP as an additional insured with respect to the rental property during the rental term and to provide ROW CROP (upon ROW CROP's request) with a copy of the certificate of insurance prior to event.

10. FARM represents and warrants that it has the right and authority to enter into this agreement and to grant the rights in the Rental Property granted herein, and that to the best of FARM's knowledge, there is no statute, law, ordinance, zoning regulation or other legal impediment to ROW CROP's use of the Rental Property as provided herein.

11. ROW CROP agrees to indemnify and hold harmless FARM and its officers and employees from loss, damage and liability resulting from any claim, demand or action by any third party based on ROW CROP's breach of any of its representations or warranties included in this agreement, or any acts of ROW CROP or its agents or employees, except to the extent that any such loss, damage or liability results from the negligent or intentional acts of FARM or its agents or employees. FARM agrees to indemnify and hold harmless ROW CROP and its officers and employees from loss, damage and liability resulting from any claim, demand or action by any third party based on FARM's breach of any of its representations or warranties included in this agreement, or the negligent or intentional acts of FARM or its agents or employees, except to the extent that any such loss, damage or liability results from the negligent or intentional acts of ROW CROP or its agents or employees.

12. FARM agrees to have fully executed copy of this agreement returned to ROW CROP as soon as possible after receiving the agreement but no later than thirty (30) days after receiving the agreement.

13. *Tickets/Meet & Greet*s: ROW CROP will provide FARM with 10 General Admission tickets, up to 10 parking passes, and 10 meet & greets for the show on September 20, 2025; provided that ROW CROP reserves the right to substitute another event or perk for such meet & greets in its reasonable business judgment, based on COVID-19 protocols or other factors on the date of the Event. Tickets and parking passes will be sent in advance of the show upon request. The meet & greet passes are not considered tickets for entry into the event. The meet & greet passes will be available the day of the EVENT. Up to twenty (20) additional tickets can be purchased through ROW CROP until 14 days prior to Event. Please contact Dustin Eichten at [REDACTED] for ticket purchase information.

14. *Concert Area Access:* On the date of the Event, access to the Event concert area, stage area and backstage area will be limited to credentialed Farm Tour personnel and vendors. Access to any such areas by FARM personnel during such time shall be subject to the approval of Dennis Freeman, on behalf of ROW CROP, who will provide appropriate credentials and security for approved personnel. Access will be limited to persons performing work related to the Event.

15. *Announcement and On Sale:* FARM agrees that it will not disclose any information regarding this EVENT in any manner without written approval of ROW CROP prior to the planned announce date. ROW CROP will use best efforts to communicate to FARM the announce and on sale dates for the EVENT.

16. *Farm Tour Sponsors and Signage:* FARM agrees to not display signage, equipment, etc. from a brand competitive to any EVENT sponsors. ROW CROP has the right to approve any signage FARM requests to place on the property during ROW CROP's rental period. FARM will have the right to display signs promoting their farm businesses. ROW CROP will have the right to approve the design, wording, size and placement of each sign.

16. *Miscellaneous:* This agreement constitutes the entire agreement between the parties and may not be modified except by a written amendment signed by both parties. This agreement shall be governed by the laws of the State of Tennessee, and each party consents to the exclusive jurisdiction of the courts of Davidson County, Nashville, Tennessee in connection with any dispute arising under this agreement. This agreement shall be binding upon each party's successors and assigns.

**These terms are hereby agreed to by FARM and ROW CROP.**

Van Gilder Farms

ROW CROP, LLC

By: Richard Van Gilder  
Richard Van Gilder, Authorized Signatory

By: Kerri P. Edwards  
Kerri Edwards, Authorized Signatory

7-24-25

Date

7/25/2025

Date

# LUKE BRYAN



2025

## Exhibit #11

### VENUE RENTAL AGREEMENT

Kimberly J Griffes and Kerrek A Griffes (hereafter referred to as FARM) and Row Crop, LLC (hereafter referred to as ROW CROP) hereby agree to the following terms for the rental of that portion of the FARM property located at 5601 W. Marr Rd, Fowlerville MI 48836, described on Exhibit A attached to this Agreement (the "Rental Property"), for the purpose of hosting concert attendee parking for a live musical concert performance featuring Luke Bryan and other performers selected by ROW CROP lasting approximately four (4) hours for persons holding tickets or passes permitting access to the Rental Property between the hours of 12:00 PM and 11:00 PM on 9/20/2025 (the "Event"). Requested area is highlighted in yellow on Exhibit A.

1. FARM agrees to provide the Rental Property as-is except for the agreed upon modifications described below, and with all fields prepared to act as the Event venue or parking areas for the duration of this rental as specified below. ROW CROP agrees to reimburse FARM for the actual, reasonable costs of such modifications, provided that all service providers and costs are approved by ROW CROP as provided below in advance of the work being done. Exact date(s) specified in item #5. Attached as Exhibit A is a diagram of the rental property indicating the areas proposed to be used as the Event venue and those to be used for parking; the parties acknowledge that the Rental Property does not include houses, barns or other structures located on the FARM property, unless those structures are included in the Rental Property described on such Exhibit A.

- Modification #1: FARM will arrange for all areas to be used for parking to be mowed no more than 7 days prior to the event date at the expense of ROW CROP. Service provider and costs shall be subject to ROW CROP's reasonable approval. ROW CROP will cover the expense of up to two mowings.
- Modification #2: Farm will arrange for the installation of construction (snow) fence around the eastern side of the pond. Service provider and costs shall be subject to ROW CROP's reasonable approval. ROW CROP will cover the expense of materials, installation and removal.

FARM acknowledges and agrees that all service providers and costs shall be subject to ROW CROP's written approval in each case, prior to any work being done. Additionally, FARM must provide contact info for a representative that will be available to Event staff from 7:00 am until approximately 1:00 am on the day of the event.

\_\_\_\_\_ FARM INITIALS

During the two-day rental period, except for FARM personnel authorized by ROW CROP as provided in paragraph 14 below and persons holding Event tickets (on the date and during the hours of the Event only), ROW CROP will have complete and exclusive use of and access to the Rental Property on the dates and during the periods designated in Paragraph 6 below, and no other persons, whether or not authorized by FARM, will be permitted entry to the Rental Property without written permission of ROW CROP.

2. ROW CROP is responsible for trash cleanup at the conclusion of the Event. All trash will be left in receptacles provided by ROW CROP, for disposal by ROW CROP. ROW CROP will reimburse FARM for the reasonable costs of repairs for damage to property over and above minor repairs that can be done by FARM. FARM must provide estimates for any such repair work before work is done, which shall be subject to ROW CROP's reasonable approval, and invoices when work is complete.
3. ROW CROP is responsible for staffing the Event, security, parking attendants, light and sound operators, porta potties, trash receptacles, and lighting towers for parking.
4. ROW CROP will be responsible for all permits and licenses required for ROW CROP's use of the Rental Property for the purposes and in the manner provided in this agreement.
5. ROW CROP agrees to compensate FARM with thirty (30) complimentary concert tickets for use of the property from approximately 8:00 AM on September 20, 2025 (the "Commencement Date") until approximately 12:00 PM on September 21, 2025. Notwithstanding the foregoing, if the scheduled Event is cancelled due to COVID-19 concerns or any other Force Majeure Event (as defined below), ROW CROP and FARM agree to work in good faith to re-schedule the Event for another mutually-approved date; provided that if the Event cannot be so re-scheduled, then neither party shall have any obligation to the other, except that ROW CROP shall reimburse FARM for any approved expenses that have already been incurred by FARM. For purposes of this paragraph, a "Force Majeure Event" includes any event or condition beyond ROW CROP's reasonable control that results in the cancellation or delay of the scheduled Event, including by way of example but not limitation, death, serious illness or injury, epidemic, pandemic, governmental action, flood, storm or other natural disaster, fire, explosion, war, civil disorder or labor dispute.
6. ROW CROP has permission to load-in on September 19, 2025 if it chooses to; and their load-out is to be completed on the morning of September 21, 2025. As part of the load out, ROW CROP agrees to leave receptacles for proper disposal of all trash by ROW CROP. Notwithstanding the foregoing, Sunbelt, a vendor of ROW CROP for the EVENT, and such other vendors as may be specified by ROW CROP to FARM, may drop off equipment as many as 5 days prior to EVENT and pick up equipment as many as 5 days following EVENT.
7. ROW CROP reserves all rights to on-site vending, including alcohol sales (to the extent permitted by applicable local ordinances and subject to any required permits) and also including the sale of Luke Bryan items.
8. ROW CROP will carry general liability insurance, with coverages specifically including alcohol sales, third party damage and personal injury, in connection with the Event in appropriate amounts with limits of \$2,000,000 in the aggregate with excess liability of \$10,000,000. ROW CROP agrees to list FARM as an additional insured on a primary & non-contributory basis with respect to the Event. ROW CROP will provide FARM with a copy of the certificate of insurance upon request.

9. If requested by ROW CROP, FARM agrees to show proof of general liability insurance in appropriate amounts, as determined in FARM's reasonable business judgment, with respect to the rental property, and to name ROW CROP as an additional insured with respect to the rental property during the rental term and to provide ROW CROP (upon ROW CROP's request) with a copy of the certificate of insurance prior to event.

10. FARM represents and warrants that it has the right and authority to enter into this agreement and to grant the rights in the Rental Property granted herein, and that to the best of FARM's knowledge, there is no statute, law, ordinance, zoning regulation or other legal impediment to ROW CROP's use of the Rental Property as provided herein.

11. ROW CROP agrees to indemnify and hold harmless FARM and its officers and employees from loss, damage and liability resulting from any claim, demand or action by any third party based on ROW CROP's breach of any of its representations or warranties included in this agreement, or any acts of ROW CROP or its agents or employees, except to the extent that any such loss, damage or liability results from the negligent or intentional acts of FARM or its agents or employees. FARM agrees to indemnify and hold harmless ROW CROP and its officers and employees from loss, damage and liability resulting from any claim, demand or action by any third party based on FARM's breach of any of its representations or warranties included in this agreement, or the negligent or intentional acts of FARM or its agents or employees, except to the extent that any such loss, damage or liability results from the negligent or intentional acts of ROW CROP or its agents or employees.

12. FARM agrees to have fully executed copy of this agreement returned to ROW CROP as soon as possible after receiving the agreement but no later than thirty (30) days after receiving the agreement.

14. *Concert Area Access:* On the date of the Event, access to the Event concert area, stage area and backstage area will be limited to credentialed Farm Tour personnel and vendors. Access to any such areas by FARM personnel during such time shall be subject to the approval of Dennis Freeman, on behalf of ROW CROP, who will provide appropriate credentials and security for approved personnel. Access will be limited to persons performing work related to the Event.

16. *Farm Tour Sponsors and Signage:* FARM agrees to not display signage, equipment, etc. from a brand competitive to any EVENT sponsors. ROW CROP has the right to approve any signage FARM requests to place on the property during ROW CROP's rental period. FARM will have the right to display signs promoting their farm businesses. ROW CROP will have the right to approve the design, wording, size and placement of each sign.

16. *Miscellaneous:* This agreement constitutes the entire agreement between the parties and may not be modified except by a written amendment signed by both parties. This agreement shall be governed by the laws of the State of Tennessee, and each party consents to the exclusive jurisdiction of the courts of Davidson County, Nashville, Tennessee in connection with any dispute arising under this agreement. This agreement shall be binding upon each party's successors and assigns.

**These terms are hereby agreed to by FARM and ROW CROP.**

FARM

ROW CROP, LLC

By: \_\_\_\_\_  
Kimberly J Griffes, Authorized Signatory

By: \_\_\_\_\_  
Kerri Edwards, Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Kerrek A Griffes, Authorized Signatory

\_\_\_\_\_  
Date



# EXHIBIT A

Luke Bryan Farm Tour '25



Fowlerville, MI v2

As of 7-23-25

# Exhibit #12

Owosso

Concert Traffic  
↓

Note: R11-2 = ROAD CLOSED  
R11-4 = ROAD CLOSED TO THRU TRAFFIC

One Type 3 barricade  
with R11-4 and  
Concert Traffic  
Only

Allen

Fleming

Concert Traffic  
↓

Crandall

Concert Traffic  
↓

Burkhart

Google Earth

4000 ft





Owosso

Sharpe

Owosso

Fleming

Marr

Burkhart

Grand River

Fleming

Burkhart

4000 ft



Concert Traffic  
↑

Concert Traffic  
↑

Concert Traffic  
↓

Concert Traffic  
→

One Type 3 barricade with R11-4 and Concert Traffic Only

Concert Traffic  
→

Two Type 3 barricades each location. One barricade with R11-2.

Place Type 3 barricades with R11-2 at Owosso / Grand River and Owosso / Marr for post concert

One Type 3 barricade with R11-4

Concert Traffic  
↓

One Type 3 barricade with R11-4 and Concert Traffic Only

Concert Traffic  
→

Concert Traffic  
↑





Michael J. Murphy  
Sheriff

# Exhibit #13

Jason C. Pless  
Undersheriff

LIVINGSTON COUNTY

## OFFICE OF THE SHERIFF

150 S. HIGHLANDER WAY • HOWELL, MICHIGAN 48843  
TELEPHONE (517) 546-2440 • FAX (517) 552-2542

### **2025 Luke Bryan Farm Tour Concert** **Traffic Control Operations Plan - Summary**

#### **Barricades Requested - LCRC**

- 1) Marr Road – Dual barricades at parking entrance near event space
- 2) Fleming Road – Road closed at parking entrance near event space
- 3) Warner Road – Fleming to Burkhart Local Traffic Only closure
- 4) Owosso Road – Barricades with directional signs
- 5) Burkhart Road – Barricades with directional signs

#### **Signal Controls**

- 1) WB I-96 exit to Fowlerville Road – Staff – LCSO
- 2) Grand Ave / Van Riper – Staff – LCSO
- 3) Grand Ave / Grand River – Staff - FPD
- 4) Grand River / Burkhart Rd – Staff – LCSO

#### **Portable Message Signs – Spartan Barricade**

- 1) Westbound I-96 between 133 and Mason Rd ("Concert Traffic" / "Next Exit")
- 2) Westbound I-96 @ Highland Rd ("Concert Exit" / "100.7 for Traffic Info")
- 3) Eastbound I-96 before Fowlerville Rd ("Concert Traffic" / "Next Exit")
- 4) Eastbound I-96 @ Fowlerville Rd ("Concert Exit" / "100.7 for Traffic Info")

#### **MDOT DMS – (1000 hours to 2100 hours)**

- 1) Lansing Area (I-96 and US 127 – 3 signs) – *"Farm Tour Traffic Exit 129"*
- 2) Westbound I-96 – *"Farm Tour Traffic Exit 133"*

#### **Intersection Monitoring - Ingress**

- 1) Grand River Avenue / Owosso – Road Car
- 2) Grand River Avenue / Fleming – Road Car
- 3) EB I-96 / Fowlerville off ramp – Road Car

#### **Traffic Communications**

- 1) WITL 100.7 FM



Michael J. Murphy  
Sheriff

Jason C. Pless  
Undersheriff

LIVINGSTON COUNTY

## OFFICE OF THE SHERIFF

150 S. HIGHLANDER WAY • HOWELL, MICHIGAN 48843  
TELEPHONE (517) 546-2440 • FAX (517) 552-2542

### **2025 Luke Bryan Farm Tour Concert** **Traffic Control Operations Plan**

#### **Vehicle Location Assignments**

##### **INGRESS**

1. Warner Rd / Fleming Rd – Road Closure; 1 Vehicle
2. Warner Rd / Burkhart Rd – Road Closure; 1 Vehicle
3. Grand River / Burkhart – Traffic Signal Control; 1 Vehicle
4. Grand River / Owosso – Monitor Traffic ; 2 Vehicles
5. Marr Rd Parking Entrances – 1 Vehicle each
6. Fleming Rd Parking Entrance – 1 Vehicle
7. Grand Avenue / Grand River – Traffic Signal Control; 1 vehicle
8. Grand Avenue / Van Riper – Traffic Signal Control; 1 vehicle
9. EB I-96 exit to Fowlerville – Monitor Traffic; 2 vehicles

##### **EGRESS – 2215 hours**

1. Grand River / Burkhart Rd – Traffic Signal Control; 1 vehicle
2. Marr Rd / Fleming Rd – North and South side; 2 vehicles
3. Marr Rd / Owosso Rd – North and South side; 2 vehicles
4. Owosso Rd / Grand River – 2 vehicles
5. Grand Avenue / Grand River – Traffic Signal Control; 1 vehicle
6. Grand Avenue / Van Riper – Traffic Signal Control; 1 vehicle



Michael J. Murphy  
Sheriff

Jason C. Pless  
Undersheriff

LIVINGSTON COUNTY

## OFFICE OF THE SHERIFF

150 S. HIGHLANDER WAY • HOWELL, MICHIGAN 48843  
TELEPHONE (517) 546-2440 • FAX (517) 552-2542

### **2025 Luke Bryan Farm Tour Concert** **Traffic Control Operations Plan**

The following information is the traffic control operational plan for the 2025 Luke Bryan Farm Tour Concert to be held at the Van Gilder Farm on September 20<sup>th</sup>, 2025. The event location is located at 5610 W. Marr Road between Owosso Road and Fleming Road in Howell Township, Livingston County.

#### **INGRESS**

- **Barricade location request made to the Livingston County Road Commission**
  1. Grand River Avenue / Burkhart Road – Westbound directional sign to Fleming Road North
  2. Burkhart Road / Grand River – Northbound directional sign to Marr Road
  3. Burkhart Road north of Grand River – directional signs at intersections to left turn on Marr Road
  4. Burkhart Road / Allen Road – directional signs at intersections southbound to right turn on Marr Road
  5. Fleming Road south of Marr Road – Road Closed barricade at parking entrance
  6. Fleming Road / Allen Road – Road Closed, Concert Traffic Only
  7. Grand River / Owosso Road – Directional sign to turn left onto Owosso Road – Concert Traffic
  8. Owosso Road north of Grand River – Directional sign to turn right on Marr for concert traffic
  9. Owosso Road / Allen Road – Directional sign southbound for concert traffic
  10. Owosso Road / Sharpe Road – Direction sign on Owosso and Sharpe for concert traffic
  11. Marr Road – Road Closure at parking lot entrances
- **Traffic Signal Controls**
  1. Eastbound I-96 exit ramp to Fowlerville Road
  2. Grand Avenue at Van Riper Road. LCSO Road Patrol will monitor traffic and control signal if necessary to avoid backup to I-96 off ramp.
  3. Grand Avenue at Grand River Avenue. LCSO Road Patrol and Fowlerville Police will monitor traffic and control signals if necessary.

4. Fowlerville Road / WB I-96 traffic signal – LCSO will monitor traffic and control signal if necessary.
  5. Grand River / Burkhart Road – LCSO will monitor traffic and control signal if necessary.
- Portable Message Signs from Spartan Barricade (1000 hours to 2100 hours)
    1. Westbound I-96 between mile marker 133 and Mason Road. MDOT will determine exact location with Spartan Barricade. Message will rotate to say “Concert Traffic” / “Next Exit”.
    2. Eastbound I-96 at Fowlerville Road (Exit 133). MDOT will determine exact location with Spartan Barricade. Message will rotate to say “Concert Exit” / “100.7 Traffic Info”.
    3. Eastbound I-96 between mile marker Nicholson Road and Fowlerville Road. MDOT will determine exact location with Spartan Barricade. Message will rotate to say “Concert Traffic” / “Next Exit”
    4. Eastbound I-96 at Fowlerville Road (Exit 129). MDOT will determine exact location with Spartan Barricade. Message will rotate to say “Concert Exit” / “100.7 Traffic Info”.
  - MDOT Direct Messaging Signs (1000 hours to 2100 hours)
    1. Lansing Area Signs (I-96 and US 127 – 3 signs). Message will state “Farm Tour Traffic Exit 129”
    2. Westbound I-96 (Brighton sign – 1 sign). Message will state “Farm Tour Traffic Exit 133”
  - Traffic Communications
    1. WITL 100.7 FM will be contacted upon permit approval to assist with radio reports for traffic assistance.
  - Intersection Monitoring
    1. Grand River Avenue at Owosso. Road Patrol should check this area to monitor left turning vehicles and back up.
    2. Grand River Avenue at Fleming Road. Road Patrol should check this area to monitor left turning vehicles and back up.

## EGRESS

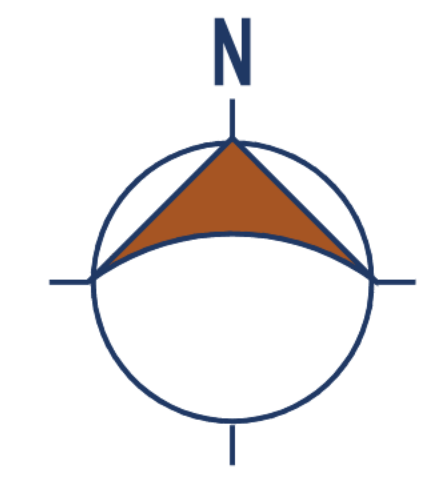
- Traffic Control
  1. Fleming Road Parking Area. One Deputy will sit north of the parking area entrance and force all vehicles leaving southbound on Fleming Road.
  2. Marr Road / Fleming Road. Two Deputies will block north and south Fleming Road forcing traffic eastbound on Marr Road.
  3. Marr Road / Owosso Road. Two Deputies will direct traffic north and south on Owosso Road.
- Traffic Signal Control
  1. Grand Avenue and Van Riper Road. Road Patrol Deputy will monitor and control if necessary.
  2. Grand Avenue and Grand River Avenue. Fowlerville Police will monitor and control if necessary.
  3. Grand River Avenue and Burkhart Road. Road Patrol Deputy will monitor and control if necessary.

# LUKE BRYAN FARM TOUR

PLAN OF PROPOSED  
**OUTDOOR ASSEMBLY**  
HOWELL TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

PARCEL INFORMATION
PARCEL NO.: 4706-07-300-006 AND 4706-07-400-005
PARCEL LOCATION: S SIDE OF W MARR RD BETWEEN FLEMING RD AND GRAND RIVER AVE.
ACREAGE: 232.23 ACRES
ZONING CLASSIFICATION: AR - AGRICULTURAL RESIDENTIAL
ADJACENT ZONING: AR - AGRICULTURAL RESIDENTIAL
ACREAGE USED: 99.19 ACRES = 42.7% OF TOTAL PARCEL ACERAGE

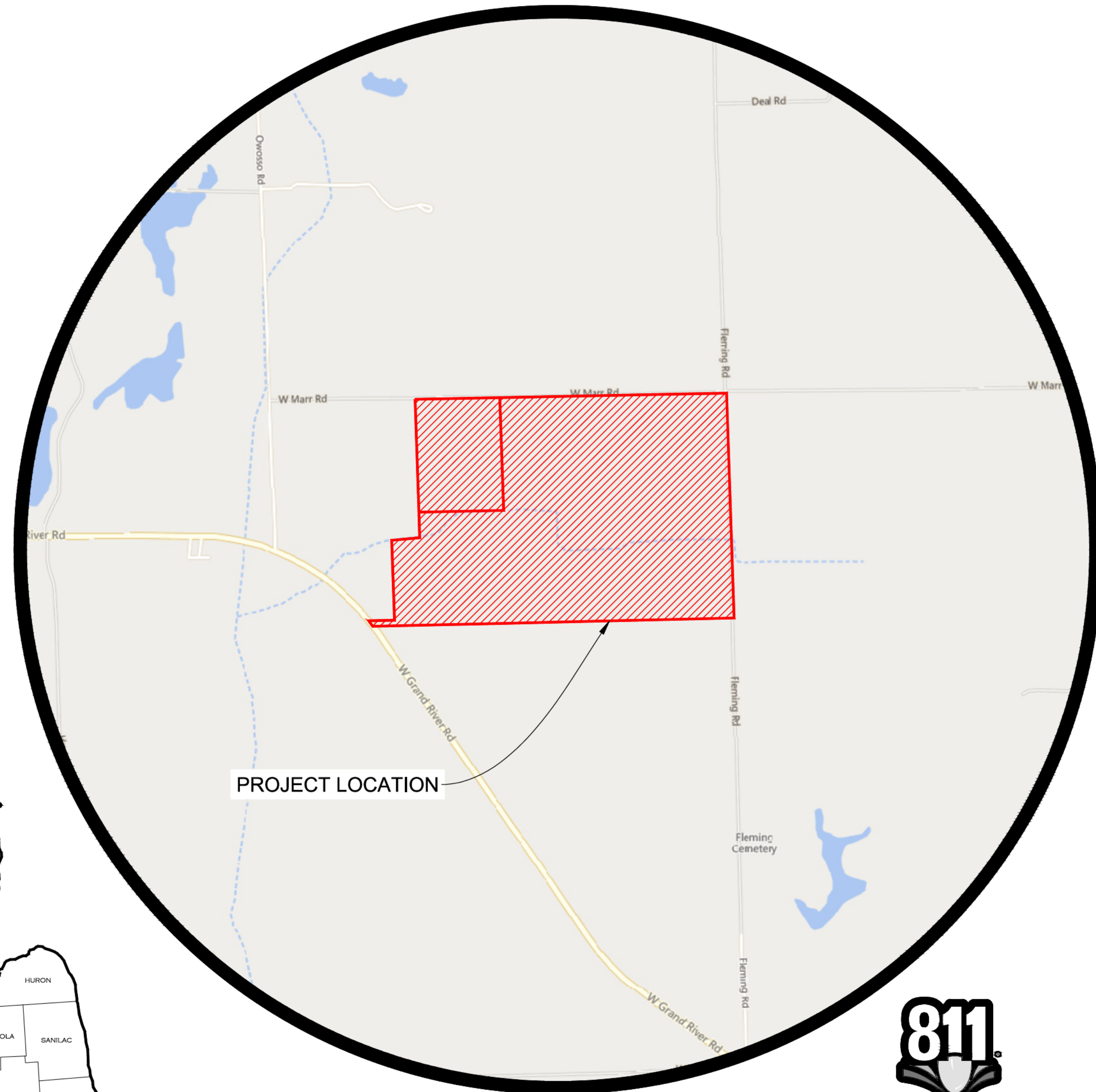
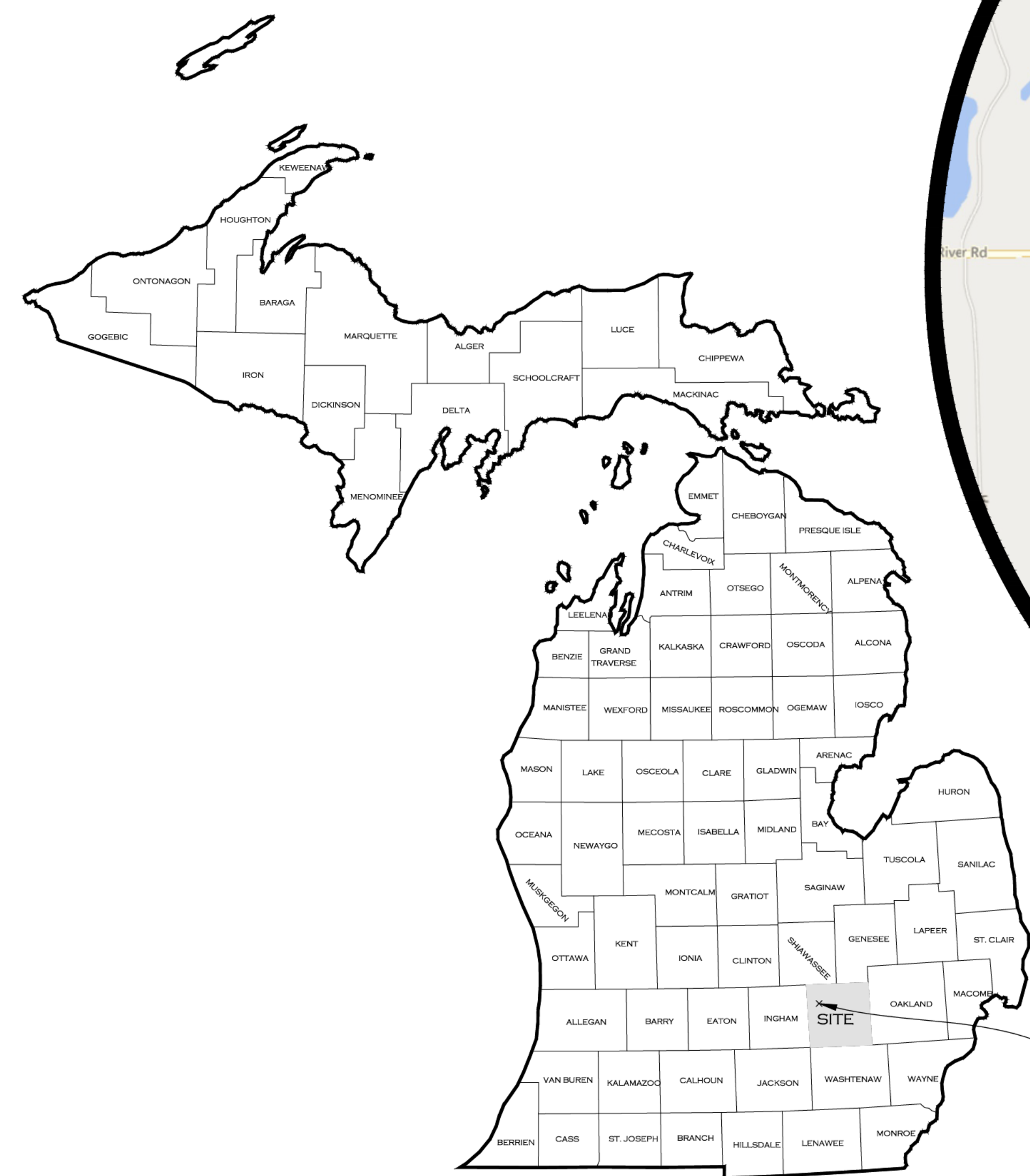
Sheet List Table	
SHEET NUMBER	SHEET TITLE
1	COVER
2	PARCEL DESCRIPTIONS
3	EXISTING CONDITIONS PLAN
4	SITE PLAN
5	TRAFFIC ROUTES
6	PHOTOMETRIC PLAN



**CONTACT INFORMATION**  
ROW CROP, LLC.  
C/O MR. DENNIS FREEMAN  
1600 DIVISION ST. SUITE 225  
NASHVILLE, TN 37204  
[REDACTED]  
[REDACTED]

FOR REVIEW

REV.	DATE	DESCRIPTION

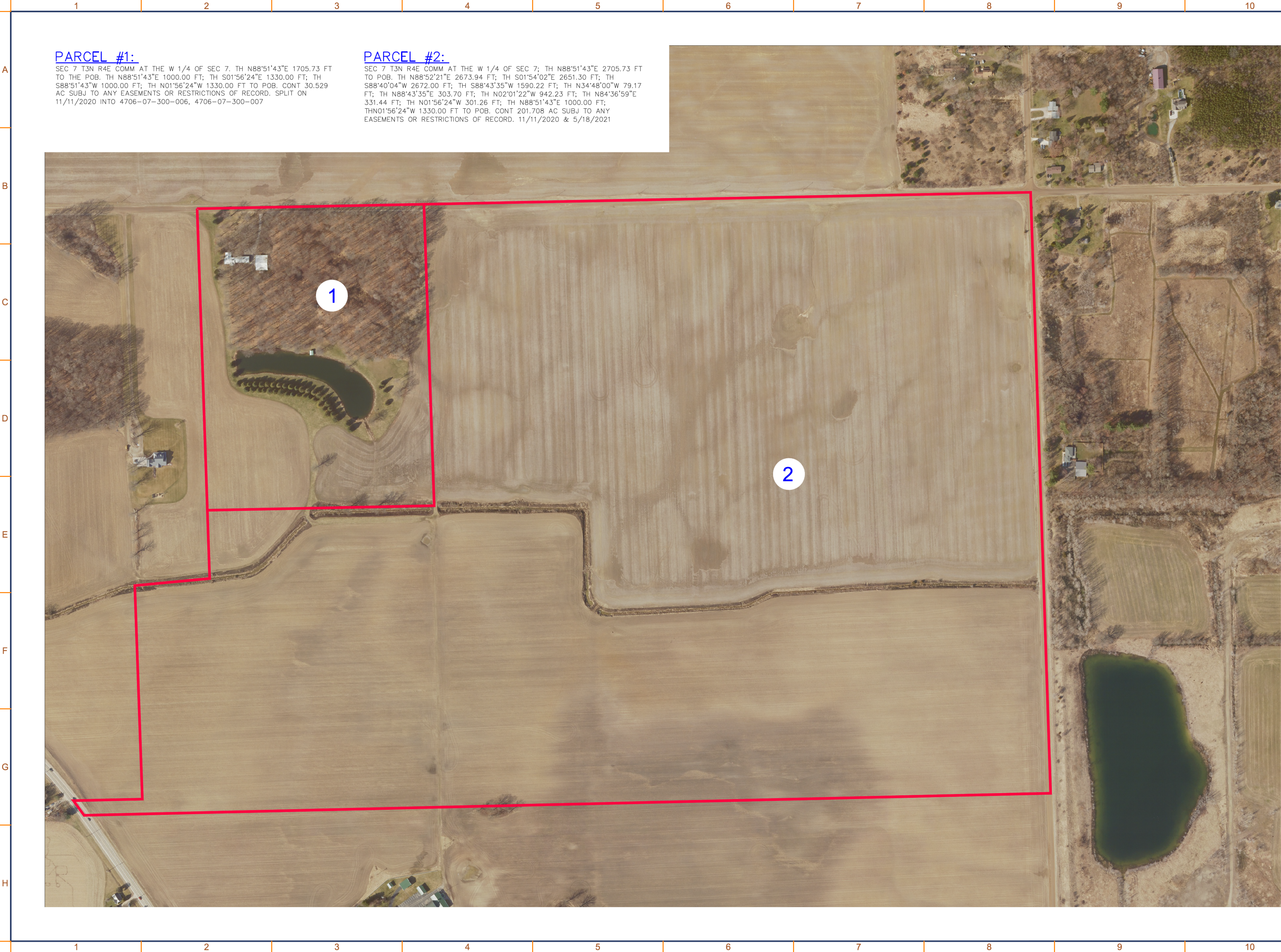


**!!! CAUTION !!!**  
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITY OWNERS IN ACCORDANCE WITH MICHIGAN P.A. NO. 174 OF 2013.

PREPARED UNDER SUPERVISION OF

(SEAL)

engineers | landscape architects  
312 North Street, Ste. C  
Mason, Michigan 48854  
Ph: 517.204.2178



**PARCEL #1:**

SEC 7 T3N R4E COMM AT THE W 1/4 OF SEC 7. TH N88°51'43"E 1705.73 FT TO THE POB. TH N88°51'43"E 1000.00 FT; TH S01°56'24"E 1330.00 FT; TH S88°51'43"W 1000.00 FT; TH N01°56'24"W 1330.00 FT TO POB. CONT 30.529 AC SUBJ TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. SPLIT ON 11/11/2020 INTO 4706-07-300-006, 4706-07-300-007

**PARCEL #2:**

SEC 7 T3N R4E COMM AT THE W 1/4 OF SEC 7; TH N88°51'43"E 2705.73 FT TO POB. TH N88°52'21"E 2673.94 FT; TH S01°54'02"E 2651.30 FT; TH S88°40'04"W 2672.00 FT; TH S88°43'35"W 1590.22 FT; TH N34°48'00"W 79.17 FT; TH N88°43'35"E 303.70 FT; TH N02°01'22"W 942.23 FT; TH N84°36'59"E 331.44 FT; TH N01°56'24"W 301.26 FT; TH N88°51'43"E 1000.00 FT; THN01°56'24"W 1330.00 FT TO POB. CONT 201.708 AC SUBJ TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. 11/11/2020 & 5/18/2021



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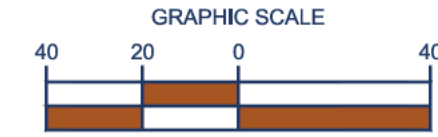
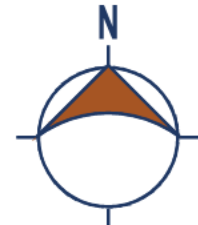
312 North Street, Ste. C  
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Ph: 517.204.2178

**ROW CROP LLC. FARM TOUR**  
HOWELL TOWNSHIP  
LIVINGSTON COUNTY, MICHIGAN

**PARCEL DESCRIPTIONS**

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REV	DATE	DESCRIPTION

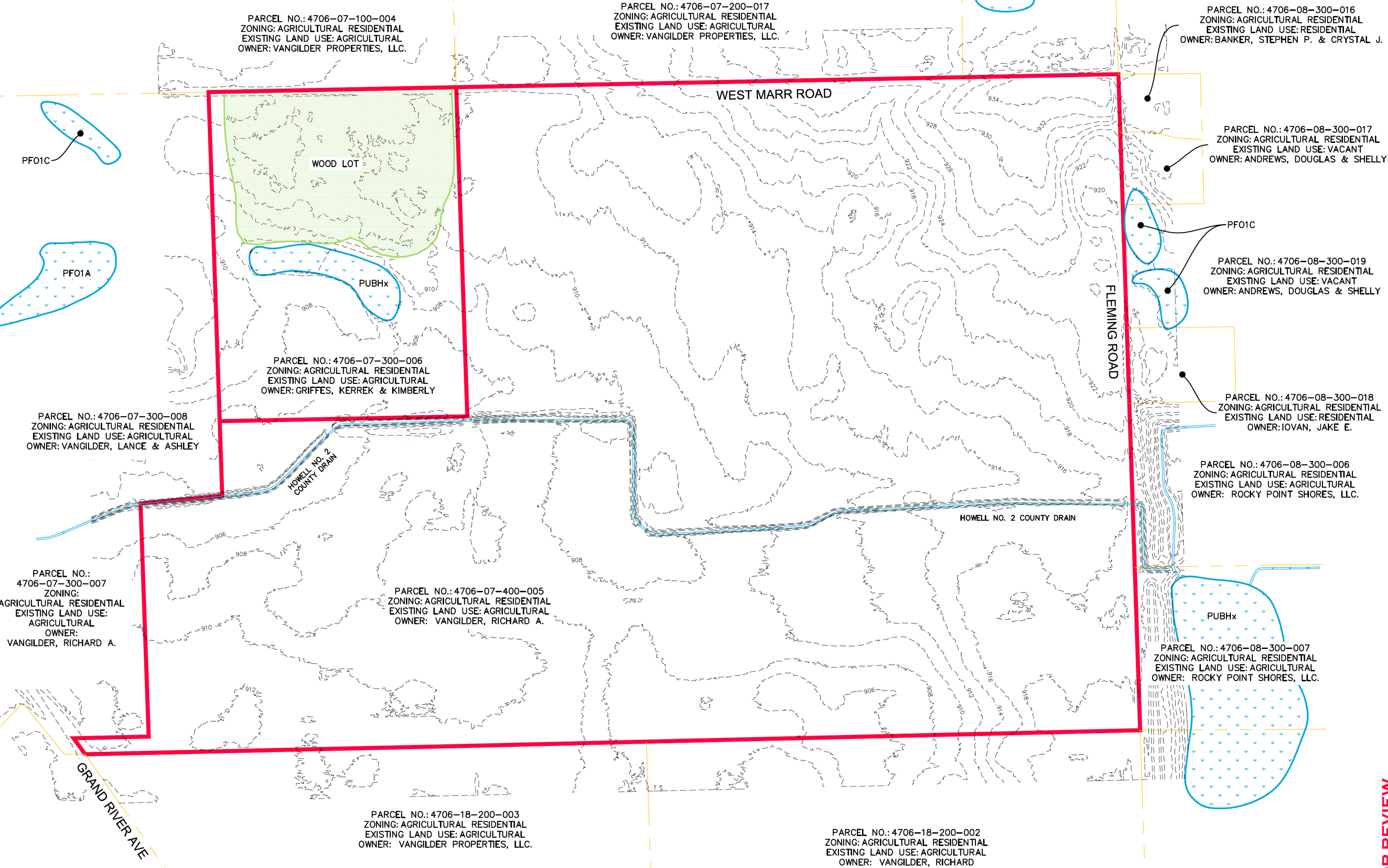


APPROVED	JCW	CHECKED	JCW
DRAWN	JAS	DATE	2025-08-04
SCALE	1"=200'		
JOB NO.	2025-068		
SHEET NO.	2 OF 6		

FOR REVIEW

WETLAND INFORMATION	
FRESHWATER EMERGENT WETLAND	PEM1C
FRESHWEATER FORESTED/SHRUB WETLAND	PFO1A, PFO1C
FRESHWATER POND	PUBHx

A  
B  
C  
D  
E  
F  
G  
H



2019 LIDAR DATA PROVIDED BY SEMCOG



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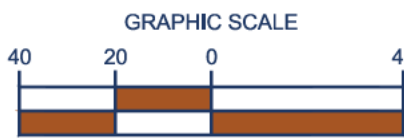
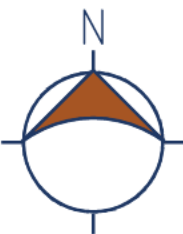
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ROW CROP LLC. FARM TOUR

HOWELL TOWNSHIP  
LIVINGSTON COUNTY, MICHIGAN

EXISTING CONDITIONS PLAN

REV	DATE	DESCRIPTION



APPROVED	JCW	CHECKED	JCW
DRAWN	JAS	DATE	2025-08-04
SCALE	1"=200'		
JOB NO.	2025-068		
SHEET NO.	3 OF 6		

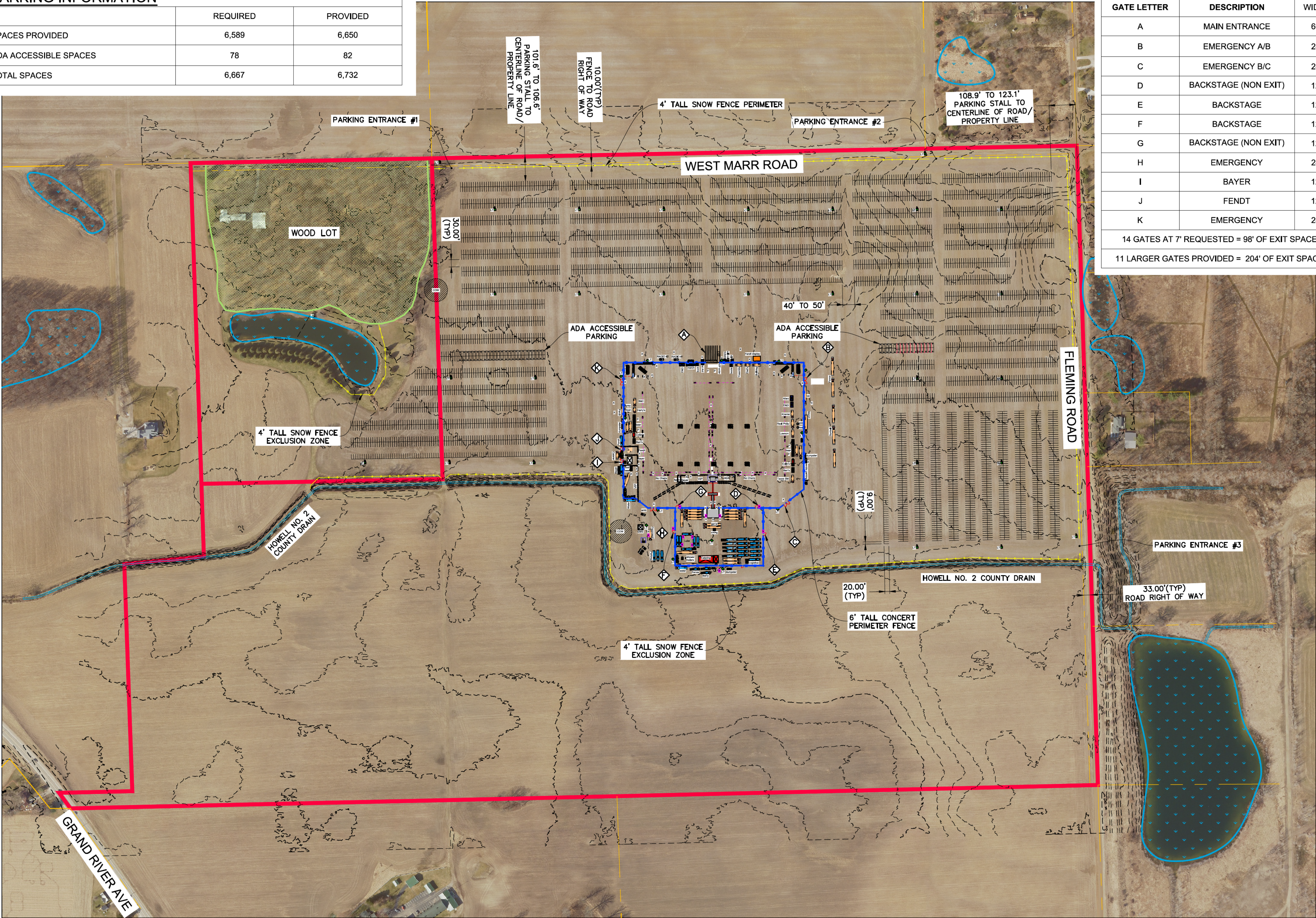
FOR REVIEW

PARKING INFORMATION

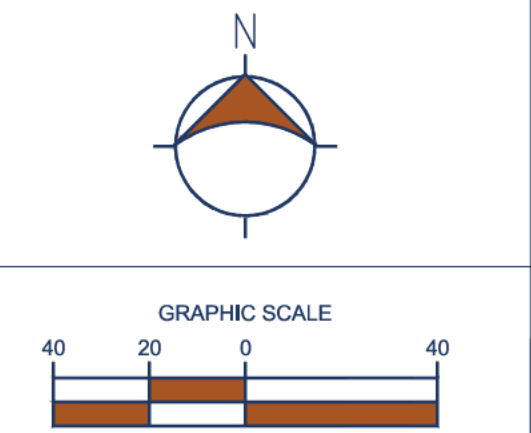
	REQUIRED	PROVIDED
SPACES PROVIDED	6,589	6,650
ADA ACCESSIBLE SPACES	78	82
TOTAL SPACES	6,667	6,732

GATE INFORMATION

GATE LETTER	DESCRIPTION	WIDTH
A	MAIN ENTRANCE	60'
B	EMERGENCY A/B	24'
C	EMERGENCY B/C	24'
D	BACKSTAGE (NON EXIT)	12'
E	BACKSTAGE	12'
F	BACKSTAGE	12'
G	BACKSTAGE (NON EXIT)	12'
H	EMERGENCY	24'
I	BAYER	12'
J	FENDT	12'
K	EMERGENCY	24'
14 GATES AT 7' REQUESTED = 98' OF EXIT SPACE		
11 LARGER GATES PROVIDED = 204' OF EXIT SPACE		



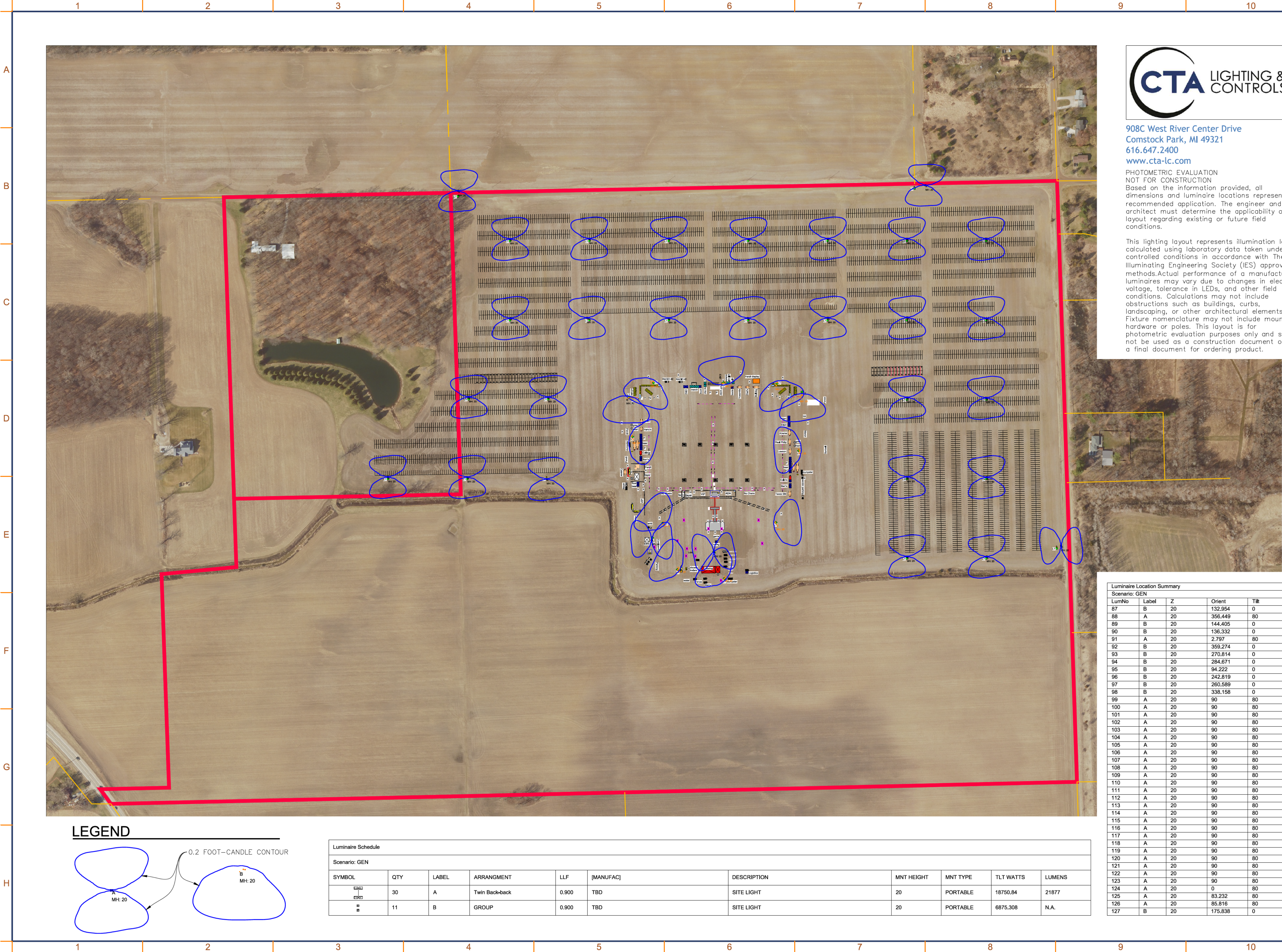
REV	DATE	DESCRIPTION



APPROVED <b>JCW</b>	CHECKED <b>JCW</b>
DRAWN <b>JAS</b>	DATE <b>2025-08-04</b>
SCALE <b>1"=200'</b>	JOB NO. <b>2025-068</b>
SHEET NO. <b>4 OF 6</b>	

FOR REVIEW





908C West River Center Drive  
Comstock Park, MI 49321  
616.647.2400  
www.cta-lc.com

PHOTOMETRIC EVALUATION  
NOT FOR CONSTRUCTION  
Based on the information provided, all dimensions and luminaire locations represent a recommended application. The engineer and/or architect must determine the applicability of the layout regarding existing or future field conditions.

This lighting layout represents illumination levels calculated using laboratory data taken under controlled conditions in accordance with The Illuminating Engineering Society (IES) approved methods. Actual performance of a manufacturer's luminaires may vary due to changes in electrical voltage, tolerance in LEDs, and other field conditions. Calculations may not include obstructions such as buildings, curbs, landscaping, or other architectural elements. Fixture nomenclature may not include mounting hardware or poles. This layout is for photometric evaluation purposes only and should not be used as a construction document or as a final document for ordering product.



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ROW CROP LLC. FARM TOUR

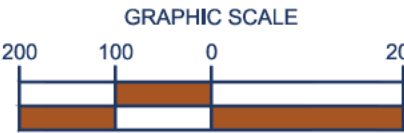
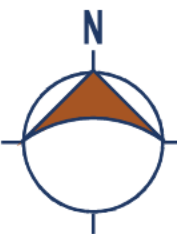
HOWELL TOWNSHIP  
LIVINGSTON COUNTY, MICHIGAN

PHOTOMETRIC PLAN

PRODUCT

SHEET TITLE

REV DATE DESCRIPTION



APPROVED

JCW

CHECKED

JCW

DRAWN

JAS

DATE

2025-08-04

SCALE

1"=200'

JOB NO.

2025-068

SHEET NO.

6 OF 6

FOR REVIEW



**Carlisle | Wortman**  
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

Date: August 6, 2025

## Temporary Site Plan Review For Howell Township, Michigan

### GENERAL INFORMATION

<b>Applicant:</b>	Row Crop, LLC 1600 Division St. Suite 225 Nashville, Tennessee
<b>Application Date:</b>	July 31, 2025
<b>Location:</b>	Parcel # 4706-07-400-005
<b>Zoning:</b>	AR – Agricultural Residential
<b>Action Requested:</b>	Temporary Site Plan and Special Use approval
<b>Required Information:</b>	Deficiencies are noted in the following sections of this review.

### PROJECT AND SITE DESCRIPTION

The applicant is seeking a Temporary Use Permit to host a one-day outdoor music event on approximately 50% of the subject parcel. The proposed event will feature a headlining performance by country music artist Luke Bryan, with four (4) opening acts scheduled earlier in the evening.

In addition to live music, the event will include associated retail and promotional activities. Merchandise such as artist-branded t-shirts will be sold on-site. Food and beverage vendors will also operate at the event, with offerings including beer, seltzer, and other concessions. Two (2) to three (3) event sponsors are expected to have promotional displays or booths at the venue.

Figure 1. provides an aerial of the subject site location and surrounding vicinity.

Benjamin R. Carlisle, *President* John L. Enos, *Vice President* Douglas J. Lewan, *Principal*  
David Scurto, *Principal* Sally M. Elmiger, *Principal* R. Donald Wortman, *Principal* Craig Strong, *Principal*  
Paul Montagno, *Principal* Megan Masson-Minock, *Principal* Laura Kreps, *Principal*  
Richard K. Carlisle, *Past President/Senior Principal*

The applicant has provided the following general schedule for the event:

- 2:00 pm – parking areas open
- 5:00 pm – concert area opens
- 6:00 pm – music begins
- 8:30 – 11:00 pm – Luke Bryan performs

**Figure 1. Aerial Image of Subject Site and Vicinity**



The applicant has proposed Saturday, September 20, as the date of the outdoor event, with operational hours from 2:00 PM to 11:00 PM. Activities associated with event setup and takedown will span a broader timeframe. The applicant provided the following schedule for all site activities related to the event:

1. **September 15<sup>th</sup>** – Sunbelt Rentals will begin delivering forklifts and light towers. Sunbelt Rental deliveries will continue until September 19<sup>th</sup>.
2. **September 19<sup>th</sup>** – The tour's advance team will arrive to oversee vendor deliveries and site preparations:
  - A local tent vendor will install three (3) tents (10' x 40', 20' x 30', and 30' x 60')
  - A waste management company will deliver three (3) 40-yard dumpsters
  - A portable toilet vendor will begin delivering and placing units

- Culligan Water will deliver potable water for catering and food vendor use
  - Light towers will be installed throughout designated parking areas
3. **September 20<sup>th</sup>** – Full Tour staff and vendors will arrive and begin set up at approximately 7:00 am.
  4. **September 21<sup>st</sup>** – Tour Post Event staff will work with local forklift drivers to gather all Sunbelt Rentals equipment for pick up. Cleanup crews will remain on-site to restore the area.
  5. **September 25<sup>th</sup>** – Sunbelt Rentals equipment will all be removed by end of day.

The event will be limited to a maximum capacity of 20,000 guests, including approximately 200 staff members. Staff will include security managers, parking personnel, and post-event cleanup crews. The applicant notes that, in addition to 24 event security managers, up to 110 licensed local security guards may be employed, depending on final ticket sales.

Additional vendors which will be involved with the event as provided by the applicant include:

- 11 portable waste management staff, responsible for maintaining portable toilets and sanitation areas
- 10 staff members for daily installation and removal of fencing
- 3 staff members assigned to install generators provided by Sunbelt Rentals

*Items to be Addressed: None.*

#### **LIGHTING AND DUST MITIGATION**

The applicant has partitioned the parking area of the site into eighteen (18) 400' x 400' squares and indicates that lighting will be provided at the center of each. A total of forty (40) construction light towers will be provided on site. To allow for a complete assessment, the applicant should indicate the estimated light coverage for the designated parking area.

The applicant has been in contact with Chloride Solutions to assist with dust mitigation through treatment of the surrounding roads prior to the event.

*Items to be Addressed: None.*

## NOISE MANAGEMENT

The proposed sound system for the event will generate a sound level of approximately 105 db throughout the event space. Sound from the event is not expected to exceed 70 db at any location outside of the subject parcel.

Parcels which are directly adjacent to the proposed event detailed on Sheet 1 will receive notification of the event.

**Items to be Addressed: None.**

## WASTE MANAGEMENT

For the maximum capacity of 20,000 guests, there will be 210 portable toilets located on site along the back corners and throughout the parking areas accompanied by ten (10) hand washing stations. This will include sixteen (16) four (4) sided urinals and ADA compliant toilets.

Ordinance No. 6 requires lavatories to be provided at the rate below for the maximum number of attendees:

Facilities	Male	Female
Toilets	1:300	1:150
Urinals	1:250	-
Lavatories	1:300	1:300

10,000 Male Attendees:

Toilets: 10,000 attendees / 300 persons = 33.3

Urinals: 10,000 attendees / 250 persons = 40

Lavatories: 10,000 attendees / 300 persons = 33.3

**Total Required: 108 restroom facilities**

10,000 Female Attendees:

Toilets: 10,000 attendees / 150 persons = 66.6

Lavatories: 10,000 attendees / 300 persons = 33.3

**Total Required: 101 restroom facilities**

The applicant has proposed a total of 210 toilets.

Prior to the issuance of any license, the applicant shall provide the Township with a true copy of an executed agreement in force and effect with a licensed refuse collector, which agreement assures proper, premises so as to neither create nor cause a nuisance or menace to the public

health. The applicant has stated that this is in process. Solid waste storage shall be provided at a ratio of 10 cubic yards for every 2,500 people in attendance.

$$20,000 / 2,500 = 8 * 10 = 80 \text{ cubic yards of solid waste storage}$$

The applicant notes that the event will be serviced by a private waste hauler. The applicant has proposed three (3) forty (40) yard solid waste storage containers to be located on the property as well as 250 trash cans throughout the site. Presuming standard thirty-two (32) gallon trash cans are provided, the following calculation demonstrates the proposed cubic yards of storage provided.

$$\begin{aligned} 250 \text{ cans} \times 4.29 \text{ cubic feet} &= 1072.5 \\ 3 \text{ dumpsters} \times 1,080 \text{ cubic feet} &= 3,240 \\ \text{Total} &= \text{approx. 160 cubic yards} \end{aligned}$$

*Items to be Addressed: None.*

## FENCING

The applicant has proposed two (2) fenced areas on site. The concert area is proposed to be enclosed by panel chain link fence, with panels measuring twelve (12') feet long by six (6') feet tall. Ordinance No. 6 requires that fencing shall be a minimum height of four (4') feet with four (4) gates for ingress and egress having a minimum width of seven (7') feet with additional gates at a ratio of one (1) gate for every additional 1,500 attendees exceeding 6,000.

$$\begin{aligned} 14,000 \text{ attendees} / 1,500 \text{ attendees} &= 10 \text{ additional gates} \\ \text{Total} &= 14 \text{ gates} \end{aligned}$$

Sheet 3 states that there are fourteen (14) gates at seven (7') feet as well as eleven (11) larger gates.

The applicant has provided details on the location and dimensions of the proposed gates stating that there are nine (9) gates which are of a size that would be equal to fourteen (14) gates.

In the case of an emergency all four dedicated Emergency Gates can be opened wider with little effort by one (1) or two (2) people. The applicant notes that there will always be at least one (1) security guard station at each gate.

*Items to be Addressed: None.*

## SAFETY REVIEW

The applicant has indicated that safety operations for the event have been coordinated between event staff and local service providers. Exhibit 3 outlines staffing that will be provided by

Livingston County EMS and University of Michigan Medical Center, Exhibit 4 details the Emergency Plan, Exhibit 5 details the Security Rider, Exhibits 6 & 7 confirm coordination with the Livingston County EMS and Howell Fire Department, and Exhibit 8 provides the rental confirmation of the required fire extinguishers.

To comply with Ordinance No. 6, the applicant shall provide an emergency medical facility on site which includes two (2) licensed doctors as well as four (4) registered nurses. The event shall also

have an ambulance or rescue vehicle properly stocked and equipped with a two (2) man crew for the duration of the event. This has been addressed in Exhibit 3.

### **Medical Services**

The medical plan shown in Exhibit 3 proposes the following components:

- A forward-facing first aid tent for immediate minor treatment needs
- Roaming EMS teams assigned throughout the event grounds
- A designated field hospital staffed with licensed medical professionals capable of responding to moderate to severe injuries
- An adequate number of ambulances stationed on-site to transport any patients who cannot be treated in place

### **Security and Law Enforcement**

Ordinance No. 6 requires that security personnel be provided for the maximum number of attendees at the assembly for its duration in the ratio of one (1) for every 250 persons in attendance.

$$20,000 \text{ attendees} / 250 \text{ persons} = \mathbf{80 \text{ security personnel}}$$

The applicant has proposed a total of 137 security personnel.

Security will be led and coordinated by a combination of tour staff, local private security personnel, and public law enforcement agencies. Staff include:

- Tour Head of Security and two (2) assistants
- Twenty-four (24) traveling Tour Security Managers
- Approximately 110 security guards from a local private security vendor, responsible for managing gate access, aisleways, entrance procedures, and other crowd management duties
- Local law enforcement officers assigned to patrol the event site and adjacent parking areas
- Additional law enforcement personnel responsible for executing the traffic control plan, ensuring orderly ingress and egress, and preventing vehicles from parking on neighboring private properties or public roadways

A Unified Command vehicle will be stationed on site to support real-time coordination between all involved safety and emergency service agencies. This vehicle will serve as the central communication hub for law enforcement, EMS, fire personnel, and private security.

### **Fire Protection and Emergency Preparedness**

The applicant has indicated that a Tour Emergency and Severe Weather Action Plan, including evacuation procedures which are outlined in Exhibits 3-8. The event will also contract with the local fire department to have at least one (1) tanker truck and one (1) brush truck present on site for fire suppression readiness.

Ordinance No. 6 requires that one (1) class 2A hand fire extinguisher, or its equivalent for every 500 persons estimated to attend the assembly be provided.

$$20,000 \text{ attendees} / 500 \text{ persons} = 40 \text{ class 2A hand fire extinguishers}$$

We defer to the Sheriff and the Fire Marshal for further public safety requirements.

### **Communication**

The applicant shall demonstrate they have provided at minimum one (1) public phone for every 1,000 persons and at least two (2) for the exclusive use by police, security, fire and emergency.

$$20,000 \text{ attendees} / 1,000 \text{ persons} = 20 \text{ public phones}$$

We feel this requirement is outdated and the intent would be better met if the applicant provided confirmation of cell reception that would be strong enough to hold calls if an emergency were to happen.

*Items to be Addressed: Planning Commission to determine whether cell service is adequate in lieu of required public phones.*

## **PARKING AND CIRCULATION**

The applicant has identified three (3) primary access points for ingress and egress, located along W. Marr Road and N. Fleming Road, to accommodate event traffic. A fourth access point is proposed for emergency vehicles only.

Ordinance No. 6 requires a twenty-five (25') foot ingress and egress traffic safety lane, designated and marked as such, for the exclusive use of emergency, police, and fire vehicles. This is confirmed on Sheet 4 of the submitted site plan.

A number of delivery vehicles are expected to access the site on the day before and/or the day of the event for setup and logistical purposes. Estimated delivery traffic includes the following:

- Sunbelt Rentals – 10 to 15 trucks
- Portable Toilet Vendor – 6 to 8 trucks
- Fencing Contractor – 2 trucks

- Concert Production Team – 11 trucks
- Beer Vendor – 3 trucks
- Food Concessions – 15 vehicles
- Event Sponsors – 3 trucks
- Tent Vendor – 1 truck
- Waste Management (Dumpsters) – 4 trucks

Per Ordinance No. 6, parking should be provided at one (1) space for every three (3) persons in attendances. Each parking space shall have an area of at least 180 square feet and dimensions of at least nine (9') feet by twenty (20') feet.

$$20,000 \text{ attendees} / 3 \text{ persons} = 6,667 \text{ spaces}$$

The applicant has indicated that a detailed site circulation plan, including designated delivery routes, parking areas, and emergency access zones, will be developed following an initial on-site evaluation. The parking area is proposed on approximately 70 acres and will provide a total of 6,716 parking spaces, which includes eighty (80) proposed ADA parking spaces. Parking calculations are based on the quantity of vehicles from past Farm Tour events with a crowd of 20,000.

Sheet 4 details the proposed circulation route for deliveries. Deliveries will enter from West Marr Road and exit southwest to Grand River Avenue.

Thirty-six (36) parking staff will be on site to direct traffic the day of the event. They will be prepared to direct any rideshare vehicles to a drop off/pick up location inside the property near each of the three (3) access points.

We defer further site access and circulation review to the Fire Marshal and Sheriff.

***Items to be Addressed: None.***

## **SIGNS**

The applicant has not indicated that any exterior signs are proposed for the site.

While the applicant has not given any indication of signage in their application, they should bear in mind that all signage must comply with Article 19, *Sign Regulations*, of the Zoning Ordinance. If any other signs are proposed for advertisement, a separate sign permit must be obtained from the Township.

We recommend that the applicant provide directional signage throughout the site to guide both general traffic and emergency vehicles to designated aid and service areas.

***Items to be Addressed:*** 1) *Planning Commission to determine if additional exterior safety signs are to be required.*

## TEMPORARY USE

The applicant is seeking a temporary use permit as outlined in Section 14.25 of the Ordinance. Temporary uses are permitted in any district, provided that the Planning Commission determines the following to be true:

- The location of such uses and their related activities will not adversely affect public health, safety, morals, and general welfare in the district in which it is to be temporarily located.

*The proposed use is not expected to negatively impact public health.*

- All temporary uses shall have a reasonable time limit placed upon their use based upon the normal periods of time such uses need to exist for their expressed purpose. The time limit shall be expressed in calendar dates for the number of days authorized by the Planning Commission.

*The applicant has proposed the event operate from 2:00 pm to 11:00 pm and be held on Saturday, September 20<sup>th</sup> 2025. Event clean up is proposed to be completed by September 25<sup>th</sup>.*

- Temporary uses may be granted on the basis of compliance with the criteria stated in Section 20.08 (Criteria for Site Plan Review).

***Items to Be Addressed:*** *The Planning Commission should review the above criteria with the applicant and determine if there will be adverse impacts with this facility.*

## SPECIAL LAND USE

As required by Article 16 – Special Uses of the Howell Township Zoning Ordinance, Temporary Transient Amusement Enterprises are subject to the general standards for Special Land Use approval, as outlined below. In addition to these general criteria, such uses must also meet the specific supplemental requirements applicable to Temporary Transient Amusement Enterprises and those that appear in Ordinance No. 6 Assembly.

1. All Temporary Transient Amusement uses shall be located on sites large enough so as not to occupy or cover more than fifty (50) percent of the area of a lot or parcel upon which it is located.

*This requirement has been met. The subject parcel is approximately 201.46 acres in size, and the applicant has proposed utilizing approximately 100 acres for the event.*

2. All fenced-in areas shall be set back at least 100 feet from any front road or property line.

*This requirement has been met. All fenced-in areas are more than 100 feet from the front road and all property lines.*

3. Side or rear yards shall be at least 100 feet in depth from all adjacent lots or parcels.

*This requirement has been met. Both side and rear yards exceed 100 feet in depth from adjacent lots.*

4. All traffic ingress or egress shall be on major roads and all local traffic movement shall be accommodated within the site so that entering and exiting vehicles will make normal and uncomplicated movements onto or off from public roads. All points of entrance or exit for motor vehicles shall be located no closer than 200 feet from the intersection of any two (2) roads or highways.

*This requirement has been met. The three (3) proposed access points for ingress and egress are each located more than 200 feet from the nearest intersection, meeting applicable spacing requirements. The applicant has provided coordination with the local fire and police agencies.*

The Planning Commission should evaluate the following standards and findings for making determinations for Special Uses.

1. Will be harmonious with and in accordance with the general objectives, intent and purposes of this Ordinance in terms of their uses, activities, processes, materials, equipment and conditions of operation, that will be detrimental to any persons, property, or the general welfare of the surrounding area in which it is located due to excessive production of traffic, noise, smoke, fumes, glare, or odors

*This requirement can be met. The anticipated event is proposed in accordance with the Temporary Transient Amusement use.*

2. Will be designed, constructed, operated, maintained and managed so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity.

*The submitted materials demonstrate that this requirement can be met.*

3. Will be served adequately by essential public facilities and services; such as, highways, roads, water supply systems, wastewater disposal systems, police and fire protection, storm water drainage systems, refuse disposal, or that the persons or agencies responsible for the establishment of the proposed special use shall be able to provide adequately any such service.

*This requirement can be met. Further deliberation of other agencies reviews should be considered.*

4. Will not be hazardous or disturbing to existing or future neighboring uses.

*This requirement can be met. The proposed event is not likely to be hazardous or disturbing to neighboring uses as it is a one-day event which will conclude at 11:00 pm.*

*Any residence within 3000 feet of the concert area will be notified of the event. Exhibit 1 provides the letter which will be sent.*

5. Will not create excessive additional requirements at public cost for public facilities, utilities and services.

*This requirement can be met. The one-day event will require additional public services the day of the event that are unlikely to reach an excessive amount.*

6. Will not have a substantial adverse impact upon the natural resources and environment of the lot or parcel upon which it is to be located and adjacent areas, including, but not limited to prime agricultural areas, forest and woodlot areas, lakes, rivers, streams, watersheds, water recharge areas, flood ways, and wildlife areas.

*This requirement can be met. The application states that all materials and waste will be removed from the site by September 25<sup>th</sup>.*

***Items to be Addressed:*** Planning Commission to determine if the proposed event meets the standards and findings for making determinations for Special Uses.

## **ORDINANCE NO. 6**

Pursuant to Ordinance No. 6 – Assembly, the following items, not addressed elsewhere in this review, must be provided prior to license approval:

1. A detailed statement of the kind, character and type of proposed assembly included a list of speakers and /or entertainers and the type of performance to be presented.

*The applicant has provided the final list of entertainers which will perform in the opening act which are:*

- *DJ Rock*
- *Peach Pickers*
- *Zack John King*
- *Tyler Hubbard*

2. The applicant shall provide a detailed explanation of the plans to provide camping and trailer facilities.

*The applicant has indicated that there will be trailer facilities located rear of the performance stage. The applicant has not indicated that camping facilities would be available.*

***Items to be Addressed: None.***

## **INSURANCE & BONDING**

In accordance with Ordinance No. 6, prior to the issuance of a license, the applicant shall obtain from a corporate bonding company authorized to do business in Michigan a corporate surety bond in the amount of \$100,000 or its equivalent as determined by the Township Board, conditioned upon the licensee's faithful compliance with all of the terms and provisions of the Ordinance and all applicable provisions of State or local law, and which shall indemnify the Township, its agents, officers, and employees and the board against any and all loss, injury or damage whatever arising out of or in any way connected with the assembly and which shall indemnify the owners of property adjoining the assembly site for any costs attributable to cleaning up and/or removing debris, trash or other waste resultant from the assembly.

Additionally, before the issuance of a license, the applicant shall obtain public liability insurance with limits of not less than \$300,000 and property damage insurance with a limit of not less than \$100,000 from a company or companies approved by the Commissioner of Insurance of the State of Michigan, which insurance shall insure liability for death or injury to persons or damage to property which may result from the conduct of the assembly or conduct incident thereto and which insurance shall remain in full force and effect in the specified amounts for the duration of the license. The evidence of insurance shall include an endorsement to the effect that the insurance company shall notify the Clerk of the Township in writing at least ten (10) days before the expiration or cancellation of said insurance.

The applicant has noted their insurance provider is working on this after receiving details from the Township attorney on August 4<sup>th</sup>. Additionally, insurance will be in place at least thirty (30) days prior to the concert.

The applicant has provided a sample COI from a previous Luke Bryan Farm Tour concert in Exhibit 9.

**Items to be Addressed:** 1) The applicant shall obtain a corporate surety bond as determined by the Township Board. 2) The applicant shall obtain public liability insurance with limits of not less than \$300,000 and property damage insurance with a limit of not less than \$100,000.

## RECOMMENDATIONS

The Planning Commission should review the application for Temporary Use and Special Use findings and make a recommendation to the Township Board. The Planning Commission should consider:

1. Planning Commission to determine if additional exterior safety signs are to be required.
2. The Planning Commission should discuss the requirement in Ordinance No. 6 to determine if the intent of the public phone requirement would be better met through providing adequate cell service for the site.
3. The Planning Commission should review the Temporary Use criteria with the applicant and determine if there will be adverse impacts with this event.
4. Planning Commission to determine if the proposed event meets the standards and findings for making determinations for Special Uses.

The following items should be addressed prior to approval by the Township Board:

1. Demonstrate they have provided 20 public phones and 2 phones for exclusive use by police, security, fire, and emergency services.
2. Obtain a corporate surety bond as determined by the Township Board.
3. Obtain public liability insurance with limits of not less than \$300,000 and property damage insurance with a limit of not less than \$100,000.

We look forward to discussing this with you at the next Planning Commission meeting.



CARLISLE/WORTMAN ASSOC., INC.  
Paul Montagno, AICP  
Principal



CARLISLE/WORTMAN ASSOC., INC.  
Grayson Moore  
Community Planner