

CITY OF COEUR D'ALENE PRESS RELEASE

The City entered into a Weekly Concert Series Agreement with Davis Enterprises, Inc., on March 21, 2023. The term of the Agreement was five years, through the summer of 2027. Under the Agreement, Davis Enterprises agreed to pay an annual refundable deposit of \$5,000.00 and a permit fee of \$1,200.00 per concert at least thirty days before the first event each year. The Agreement contemplated that the concert series would begin on the first Wednesday in June with the last concert on the first Wednesday of September. In 2023, Davis Enterprises paid the refundable deposit, but did not timely pay the permit fee. In November 2023, notice was given to Davis Enterprises that it was in breach of the Agreement for failure to pay the permit fee. In response, Davis Enterprises paid the outstanding balance due the City on December 5.

Throughout the last quarter of 2023 and the early part of 2024, the City received numerous calls and emails to the effect that Davis Enterprises owed money to vendors for services provided and to lenders for loans to operate the concert series in 2023. On April 30, 2024, the City requested a meeting with Tyler Davis of Davis Enterprises to discuss the details of the 2024 concert series, as required by the Agreement, and also sought assurances that the 2024 concert series would occur in light of the concerning communications from vendors and lenders. Mr. Davis then stated the first concert would not occur until July 3, a month later than contemplated by the Agreement. The City checked the Live After Five website and Facebook page and discovered they had not been updated to show the 2024 concert series at all. The City met with Mr. Davis on May 7 at which time he was told the refundable deposit must be paid by May 22. This was a compromise, since the Agreement stated the first concert was to be the first Wednesday in June, but Mr. Davis had indicated it would not occur until the first Wednesday in July. On May 15, Mr. Davis was reminded that the deposit was due by May 22 and, if not paid, the concert series would not continue. Mr. Davis responded by arguing that thirty days before the first concert would be June 3, implying the deposit was not due until then. The City replied that, under the Agreement, the first concert was to be the first Wednesday in June, but the City had agreed to give him until May 22 to pay the deposit. The City reiterated that if Mr. Davis failed to pay the deposit by May 22, the Agreement would be terminated. Mr. Davis provided a \$5,000.00 check for the refundable deposit on May 21. However, that check was post-dated to June 1. On May 30, the City gave notice to Davis Enterprises that the Agreement would be terminated for failure to timely pay the required fees. Davis Enterprises provided a Cashier's Check for the refundable deposit, but not the concert fees, on May 31.

On June 5, the City once again contacted Mr. Davis. The City observed that, although a band lineup had been provided by Mr. Davis, the various band websites did not list Live After Five concert dates. Also, the Live After Five website had still not been updated to reflect the 2024 concerts. Although Mr. Davis stated that he intended to proceed with the 2024 concert series, the City noted that he had canceled three or four concerts in 2023, he was three months late in paying the City fees, he was late in providing the deposit for 2024, and he was still unable to provide documentation regarding acts, vendors, security, and his financial ability to successfully produce the 2024 concert series. Mr. Davis responded by stating: "The bands are booked and haven't been announced as I won't announce until our debts are paid off." Still, the City continued to give Mr. Davis time to provide what was required by the Agreement.

On June 10, the City reminded Mr. Davis that Davis Enterprises is "required to pay the 'permit fee' 30 days in advance, which is in addition to the refundable deposit. This means that the entire

season's permit fee, not including the big ticketed events, of \$13,200 is due 30 days before the first concert." With the "first concert" supposedly scheduled for July 3, the permit fee was due no later than June 3. Nevertheless, the City indicated it was willing to accept the permit fee by the end of business on June 10. It was not paid. On June 12, the City sent Davis Enterprise a notice of default, providing an additional seven days to cure the default by payment of the permit fee. Mr. Davis claimed he was not aware the permit fee was due thirty days before the first concert, but promised payment by June 18. When payment was not received by June 18, a notice of termination of the Agreement was provided to Davis Enterprises. The refundable deposit was made available for Mr. Davis to pick up and he did so on June 21.

The City was extraordinarily patient with Davis Enterprises, affording every opportunity for it to continue the summer concert series in 2024 and beyond. However, Davis Enterprises was unwilling or unable to meet the requirements of the Agreement, particularly with respect to timely payment of the fees which were required. Further, Davis Enterprises' inability to verify the acts, to update its website and Facebook page, and to demonstrate the financial ability to produce a concert series left the City with no alternative except to terminate the Agreement.