

HARLOW PRODUCTIONS, LLC (PERFORMANCE CONTRACT)
C/O KIM PREVOST & BILL SOLLEY GROUP

HIRER (tbd)

Trading as (tbd)

of (address) TBD

(office/ phone) **TBD**

(mobile) TBD

(email) TBD

(fax) n/a

ARTIST/ARTIST MANAGER (Kim Prevost & Bill Solley Band/ Van Levy)

_____ Reference to Artist is also to Band Leader. If more than one person, the Artist Manager acts as agent for personnel listed at Schedule A

of (address) **20110 Emerald Cliff Lane, Richmond Texas 77407**

(hm/wk phone) **713.408.9457**

(mobile) 504.913.7645

(email) **kimbill107@msn.com/ vanlevy@hmepllc.com**

(fax) **N/A**

AGREEMENT TO ENGAGE ARTIST The Hirer agrees to engage the Artist on the terms of this agreement

1(a) Appearing as The Kim Prevost & Bill Solley Group(name of Act/ Band) 1(b) To Perform one engagement for TBD.

1(c) To provide the performance there will be two (2) Musicians listed at Sch. A

PERFORMANCE VENUE AND TIMES If a residency (more than 1 booked gig) then list dates at Schedule B

2(a) At **TBD** (address)

2(b) On (date) or as set out in Sch. B for performance from TBD or for a period of 45 minutes (with 15 minute breaks) . Set up & Sound Check Time TBD

TRAVEL: TRANSPORT, ACCOMMODATION AND MEALS Is included in Final Total unless one of the following options completed:

3(a) The Hirer will pay all travel cost (incl GST) to cover all airline travel , personnel travel, equipment transport, personnel accommodation and meal costs, which will be arranged by the Artist and Hirer.

3(b) The Hirer will transport all equipment and provide travel, n/a night/s accommodation per person and n/a meals per person per day for personnel. Confirmation in writing of these arrangements and all tickets, accommodation and meal vouchers to be provided by 5pm on TBD.

CONFIRMATION OF PERFORMANCE A booking is not confirmed by the Artist until in receipt of signed contract. The Hirer agrees to confirm performance by returned signed copy of the contract (via mail/email or fax) at least 30 days before the performance date.

CANCELLATION OF PERFORMANCE The performance may only be cancelled by written notice received by the other party, no less than 60 days before the performance date/s at clause 2(b).

Deposit and any incurred travel costs are not refundable in the event of cancellation. If any performance is cancelled without proper written notice; if no cancellation period is specified above; or the performance is confirmed within the cancellation period specified: the performance stands as confirmed and the full Final Total payable immediately by the Hirer in the event of a cancellation. (The Artist may cancel at any time if unable to perform due to sickness, injury, transport problems, weather conditions or anything beyond their control, and is not liable to repay any amounts paid by the Hirer prior to the Artist cancelling).

PAYMENT Final Total: TBD (per performance) (a fee of TBD per hour is required for overtime performances.)

Full Payment artist fee of TBD to be paid by 7:30pm on TBD and otherwise as set out in the payment clause

AND/OR Percentage of gross door takings of N/A % to be paid as specified in the payment clause

SIGNED _____ (Hirer)
_____/ / 2016 by or on behalf of
PRINT NAME SIGNATURE
DATE (The signatory of the Hirer warrants that they have authority to enter this agreement on behalf of the Hirer)

SIGNED _____ (Artist)
_____/ / 2016 by or on behalf
of PRINT NAME SIGNATURE DATE

The Engagement: The Artist and personnel will follow all reasonable instructions relating to the proper and lawful conduct of the Hirer's business. All instructions will be conveyed via email

through the Artist Manager Mr. Van Levy to the personnel.

Payment: Unless agreed otherwise (set out in Special Conditions below) payment of the full balance of the Final Total is to be made to the Artist/Artist Manager at the beginning of set up time . In the case of a percentage of door takings, then payment is to be within 45 minutes of the beginning of the first performance.

Set Up and Load Out: The Hirer will provide the Artist and personnel with reasonable access to the venue before the performance to load in, set up, do sound checks and load out after the performance. The Hirer will provide secure on site parking for the Artist and personnel. The set up time will begin at TBD.

Staging: The Hirer will provide safe working conditions and ensure all equipment and facilities are in good working order. The Hirer will be in compliance with all statutory requirements (including adequate staging with protection from sun and bad weather) and will obtain all permits, consents and licenses necessary for the performance.

Power supply: The Hirer will provide safe and adequate power supplies operated by competent persons in accordance with all statutory requirements. If any of the Artist's or the personnel's instruments or equipment is damaged by malfunction or improper operation of the power supply the Hirer will reimburse any cost incurred to repair or replace the instruments or equipment.

Merchandise: The Artist will have the right to display and sell merchandise during the performance and at least 45 minutes prior to and after the performance, from a mutually agreed position without any payment to the Hirer.

Delay, Interruptions & Finish: If a performance is delayed, interrupted or finishes early as a consequence of any act or omission of the Hirer or due to weather conditions, then the Hirer will still pay the full Final Total. The Artist is not obliged to continue past set finishing time unless they agree.

Artistic Control: The band will have control of the artistic content of the performance and the people comprising the band. The Artist may substitute a competent replacement for any member of the band or personnel who is unable to perform the engagement. The substitution will have the effect of amending Schedule A to reflect any substitution.

Insurance: The Hirer will provide and maintain the following policies with a reputable onshore insurer: (a) Public liability insurance (min \$10 million) including coverage endorsements for personal injury and property damage (b) workers compensation insurance (c) property insurance for the replacement value of any equipment

Indemnity: The Hirer indemnifies the Artist and personnel against all claims, including costs legal and otherwise, by the Hirer and the Hirer's employees, agents, contractors, patrons, licensees or any other who as a result of the performance/s or cancellation of performance/s suffers any loss or damage of whatsoever nature.

Dispute Resolution: The parties agree that the courts of the State of Texas (USA) have exclusive

jurisdiction to determine disputes in relation to this agreement. No party will institute legal proceedings unless reasonable steps are first taken to settle any dispute by negotiation. Each party is liable for its own costs in the event of a dispute, except that where the Artist is successful in pursuing or defending a dispute then the Hirer will pay the Artists' costs on an indemnity basis.

Notices: All notices to be effective will be in writing and sent to the addresses noted on the front page for Hirer and for Artist.

Law: The validity, construction and performance of this Agreement will be governed exclusively by the laws of the State of Texas (USA)

Catering/Rider request: Hirer is to provide the Artist with water, a selection of wine ,beer and sodas clean towels if required and (read attached rider for specifics).

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Special Conditions:

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SCHEDULE A – Personnel comprising the band (and crew if required)

- 1. Hirer will provide a full PA system for artist.
- 2. Kim Prevost & Bill Solley
- 3. Band Members

SCHEDULE B – Dates of performance

- 1. TBD

THIS PAGE TO BE INCLUDED WHEN HIRER IS A COMPANY OR AN ASSOCIATION

SCHEDULE C – GUARANTEE AND INDEMNITY

Unconditional Guarantee and Indemnity:

In consideration of the Artist, at the request of the Guarantor, entering into this agreement, the

