

AGENT/TALENT PROVISIONS

Both the AGENCY and TALENT agree to at all times faithfully, industriously, and to the best of their skill, ability, experience and talents, perform all of the duties required of their positions. In carrying out these duties and responsibilities the TALENT shall comply with all of the AGENCY policies, procedures, rules and regulations, both written and oral, as are announced by the AGENCY and in this contract.

TALENT shall act with honesty, integrity, and professionalism in a way that will honor and not bring shame or reproach to the name of AGENCY. He/she shall adhere to all applicable laws and regulations, embodying high ethical standards in the choices they make. TALENT members will adhere to the following:

It is understood that AGENCY has contracted TALENT as depicted in promotional materials, any substitution of key performers in TALENTS act, subject to reasonable approval by AGENCY. Failing such approval this agreement shall terminate without obligation to either party except that TALENT shall be liable for the refund, in full, of any deposit paid and no penalty to AGENCY.

It is understood that the TALENT executes this contract as an independent contractor and not an employee of the Event Purchaser or of Ken-Ran Productions; and shall at all times have complete supervision of, direction and control over and responsibility for the services of personnel on the engagement and is also responsible for payments of payroll taxes, appropriate insurance, and charges under applicable federal and local law.

In the event that TALENT or any key personnel are re-booked by the Events Purchaser within twenty-four (24) months of the date of the engagement contracted herein, both Events Purchaser and TALENT agree that Ken-Ran Productions shall have the right to negotiate and issue any subsequent contracts. It is understood that whether or not such contract is negotiated or issued through Ken-Ran Productions, that Ken-Ran Productions shall be entitled to a 20% commission of any such re-bookings and that both the Events Purchaser and TALENT shall be jointly and severally liable for payment of such commission to Ken-Ran Productions.

HOSPITALITY

While the AGENCY will request Food and Beverage, TALENT agrees that all performers and support staff (crew) contracted for an engagement will not partake of any food or beverage served at function unless otherwise informed. Consumption of any alcoholic beverages during TALENTS performance is not permitted unless written on the front page of this agreement.

BUSINESS CARDS:

AGENCY business cards will be supplied for persons making inquiries. TALENT agrees that only AGENCY business cards will be passed out and that no business cards, performance calendars or hotline numbers will be passed out or displayed at the performance.

PRIVACY

All parties to this contract acknowledge and agree that absolutely no publication of this event or TALENT appearance at this event is permitted whatsoever. No one in the TALENT's employ or member of the cast, crew or management of the TALENT is permitted to blog, post on any Social Media, including Facebook, Twitter, FourSquare and YouTube or Vimeo, etc... or otherwise disclose to any third party any information about any aspect of the event unless specific permission is given in writing from Ken-Ran Productions.

TALENT may not use confidential information for their own benefit, or for the benefit of third parties. Neither TALENT nor anyone under TALENT's employ nor member of TALENT's act or crew may post, share or utilize photos, video or any other images from this event and performance in any way without specific permission is given in writing from Ken-Ran Productions.

OVERTIME:

If the Events Purchaser requests that TALENT play overtime, and if this is acceptable to TALENT, overtime charges will be prorated in 1/2 hour increments and billed to Event Purchaser. It is strongly recommended that TALENT obtain written authorization from Event Purchaser in order to ensure payment for any overtime played.

OUTDOOR PERFORMANCE

For outdoor events, Events Purchaser will provide alternate indoor performance location in case of rain or other inclement weather.

Provided TALENT is present, ready, willing and able to perform, TALENT will be paid in full.

Should the performance be located outdoors: The Events Purchaser shall provide a sheltered stage on a solid surface? (Performing on the grass or uncovered dirt is unacceptable). Artist shall have full authority to judge weather conditions and will notify Events Purchaser at such time that they must choose to move the performance indoors or cancel or reschedule the performance.

Rescheduling of a performance canceled due to inclement weather may only occur prior to the Artist's load in of equipment and shall be subject to Artist's discretion and approval in writing.

CONTROL OF PRODUCTION

TALENT shall at all times exercise complete supervision, direction, and control over the services of all personnel on this engagement and expressly reserves the right to control the manner, means and details of the performance of services to fulfill the entertainment requirement. TALENT shall use all efforts to conform to rules and policies of this establishment, and may be liable for penalties from above wages for flagrant abuse of said rules.

Initials _____

TERMINATION / CANCELLATION

If contracts are not signed and returned within 10 days of issue date, Agency has the right to consider them void.

The TALENT may not, under any conditions cancel this contract, however, if the TALENT are unable to perform as required by this contract because of acts of God, strikes, illness or death AGENCY shall not be in breach, and may substitute TALENT, subject to reasonable approval by Event Purchaser, failing which approval this agreement shall terminate without obligation to either party except that TALENT shall be liable for the refund of any deposit paid.

DEPOSIT

AGENCY will pay TALENT a deposit in the amount of 50% promptly upon execution of this Agreement and a performance fee of 50% following the live performance.

FINAL PAYMENT

Payment (or balance after deposit) to be paid in cash prior to the conclusion of the performance.

Payment When the TALENT is paid based upon a percentage and/or expenses are factored into the wage agreed, Event Purchaser shall provide:

- a. Printer's manifest and a box office statement signed by Event Purchaser.
- b. Verification of all expenses related to the show via invoices, receipts, ad schedules, logs, etc.
- c. A final accounting of all gate receipts and show costs. All shall be presented in an organized manner upon final settlement with TALENT's representative.

INSURANCE

TALENT shall provide, at its sole costs, Commercial General Liability insurance covering any claims, liabilities or losses directly or indirectly resulting from injuries to any person (including bodily and personal injury) and from any property damage and/or loss in connection with the Engagement. such insurance shall be in the amount required by the Venue, but shall not be less than One Million U.S. Dollars (\$1,000,000) aggregate per occurrence and One Million U.S. Dollars (\$1,000,000) per event, placed with an insurance carrier acceptable to Events Purchaser.

Said insurance shall be in full force and effect at all times AGENCY, Events Purchaser, TALENT or any of their respective employees, agents or contractors (or any of their respective equipment) is or are at the Venue. TALENT shall also provide, at its sole costs, a policy of Worker's Compensation insurance covering all of TALENT's employees, subject to the requirements of the applicable state or foreign law.

LAW FORUM

If any legal proceedings are necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and Court costs in addition to any other relief provided by law. TALENT agrees to indemnify and hold harmless Ken-Ran Productions and each of their respective employees, agents and contractors from and against any claims, costs (including, without limitation, reasonable attorneys' fees and court costs), expenses, damages, liabilities, losses and/or judgments arising out of, or in connection with, any claim, demand or action made by any party if such are (or are alleged to be) a direct or indirect consequence of: (i) the Engagement; or (ii) any breach or alleged breach of any warranty, representation, agreement or covenant made by AGENCY herein.

The State and Federal Courts located in Dallas County, Texas shall have exclusive jurisdiction over any disputes arising hereunder and the parties hereto agree to submit to the jurisdiction of these courts. TALENT agrees that the maximum extent of AGENCY liability to TALENT for any tort or contract claim shall be no greater than the fee paid by AGENCY under this agreement. The parties further agree to and do hereby waive formal service of process in regard to actions brought relating to this Agreement and agree to accept service of process via certified mail, return receipt requested.

ATTACHMENTS

Any Rider attached to this Engagement Contract, if any, is a part of this agreement as if set out herein, and is incorporate herein for all purposes. The parties also expressly agree to be bound by all terms and conditions contained in any such Rider.

UNION PROVISIONS

This contract, and the terms and conditions contained herein, may be enforced by the AGENCY, and its agents, and by each musician who is a party to this contract or whose name appears on the contract or who has, in fact, performed the engagement contracted for, and by the AGENCY or agent(s) of each participating musician, including the Local Union. It is expressly understood by the AGENCY and the TALENT who are parties to this contract that neither the Federation nor the Local Union are parties to this contract in any capacity, that neither the Federation nor the Local Union shall be liable for the performance or breach of any provision hereof.

AGREEMENT ACKNOWLEDGEMENT

The representative(s) or agent(s) of BUYER in signing this agreement acknowledges his/her (or their) authority to do so and to bind BUYER to the terms and conditions contained herein.

This contract sets forth the entire agreement between the parties hereto and merges all prior discussion and agreements between them. This contract may not be amended except by instrument in writing signed by the parties hereto. If any of the provisions of the agreement are determined to be void or unenforceable, the remaining provisions hereof shall remain in full force.

Initials _____