

Sample Artist Performance Agreement

This agreement, dated June _____, 2018 (the "Agreement"), is entered into by and between Ay Ronnie, LLC f/s/o RockStar Ron ("Artist") on the one hand, and Big Shot Promoter, Inc. ("Purchaser") on the other. Subject to the terms herein, Artist agrees to render a live performance engagement at Rock n' Roll Ballroom, located at 7 Fantasy Lane, New York, NY 10001 (the "Venue") on November _____, 2017 (the "Engagement"). For services rendered by Artist hereunder, Purchaser will remit to Artist a total of Twenty Thousand Dollars (\$20,000) (the "Guarantee").

1. Reproduction of Performance

Purchaser will not itself and will not authorize any third party to record, broadcast, televise, photograph or otherwise reproduce Artist's performance.

2. Merchandise

Artist shall have the exclusive right to sell Artist merchandise at the Engagement including, but not limited to, t-shirts, hats, posters, stickers, and any other merchandise Artist wishes to sell within Artist's discretion. Purchaser will not be entitled to receive any portion of the proceeds from the sale of Artist's merchandise whatsoever.

3. Right to Likeness

Purchaser will not use Artist's name, image, likeness or logo to endorse, promote or otherwise advertise Purchaser, any commercial tie-in, any sponsor, or any other product or service without first obtaining Artist's prior written approval. Any and all advertising materials in connection with the Engagement shall be subject to Artist's prior written approval.

4. Termination

In the event Purchaser refuses or fails to provide any of the material items or to perform any of its material obligations under this Agreement, then Artist shall have the right to: (a) refuse to perform the Engagement, (b) retain any and all deposit monies received by it or by its agent f/b/o Artist prior to the date of Purchaser's breach, (c) receive the full amount of the Guarantee from Purchaser on Artist's written demand therefor, and, (d) to pursue any and all rights and remedies available to Artist against Purchaser at law or in equity.

5. Sickness / Accident / Force Majeure

In the event of Artist illness or serious injury, or if a performance is prevented, rendered impossible or infeasible by an Act of God, any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption or delay of transportation services, war conditions, emergencies, or any other similar or dissimilar cause beyond the control of either Artist or Purchaser (each a "Force Majeure Occurrence"), it is understood and agreed by the parties that there shall be no claim for damages by either party against the other and each party's obligations hereunder shall be deemed waived and any deposit monies paid to Artist by Purchaser shall be refunded to Purchaser. Notwithstanding the foregoing, if Artist's performance is prevented by a Force Majeure Occurrence, but Artist

is present, ready, willing and able to render its services in accordance with the terms hereof, then Purchaser shall reimburse any and all reasonable, bona fide, and documented out-of-pocket expenses incurred by Artist in connection with the Engagement. Inclement weather rendering performance impossible, infeasible or unsafe shall not be deemed a Force Majeure Occurrence.

6. Controlling Authority

Artist shall have the sole and exclusive control over any and all creative elements of Artist's performance at the Engagement hereunder.

7. Independent Contractor

Artist and Purchaser each signs this Agreement as an independent contractor and not as employee of the other. Nothing in this Agreement will be construed so as to create a partnership, employer/employee relationship or joint venture between the parties.

8. Authority for Inconsistencies

In the event of any inconsistency between any provision in this Agreement and the provision(s) of any rider, addendum, exhibit or any other attachments hereto, the parties agree that the provisions of this Agreement shall control.

9. Indemnification

Purchaser hereby indemnifies and holds Artist, as well as Artist's agents, representatives, principals, employees, contractors, officers and directors ("Indemnitees"), harmless from and against any loss, damage, or expense, including reasonable attorney's fees incurred or suffered by or threatened against Artist or any of the Indemnitees in connection with or as a result of any negligent act or omission or willful misconduct of Purchaser or any of Purchaser's agents, representatives, principals, employees, contractors, officers and directors.

10. Security and Insurance:

Purchaser agrees to provide security personnel and take all security measures to ensure the safety of Artist at all times during the Engagement. On the date of the Engagement, Purchaser shall have valid, current and appropriate commercial general liability insurance with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate to cover all of Purchaser's operations and liability in connection with the Engagement, and worker's compensation insurance covering all of Purchaser's employees in accordance with legal requirements. As soon as reasonably possible after execution hereof, Purchaser shall provide Artist with a certificate evidencing the above insurance.

11. Dispute Resolution

This Agreement and all questions arising hereunder shall be governed by, and construed in accordance with, the laws and decisions of the State of New York without giving effect to the principles thereof relating to conflicts of law. Each of the parties agrees that the federal courts of the Southern District of New York and the New York State courts shall

have sole and exclusive jurisdiction over any suit or other proceeding arising out of or based upon this Agreement.

12. Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties. The parties agree that transmission to the other party of this Agreement with its facsimile signatures shall suffice to bind the party transmitting the same to this Agreement in the same manner as if an original signature had been delivered.

Artist:

Date: _____

Purchaser:

BY: _____

Title: _____

Date: _____