

Lost Monarchs

PERFORMANCE CONTRACT

This contract (the "Agreement") is made on this day of _____, _____, between Operator (the "Operator") and **Lost Monarchs** (the "Band") for the hiring of the Band as independent contractors to perform (the "Show") for Operator at _____ (the "Venue"), located at the address _____.

It is agreed as follows:

1. **Place, date, and time of Show.** The parties agree that the time and place of Show will be Venue, located at the address _____, on the day (s) _____ at _____.

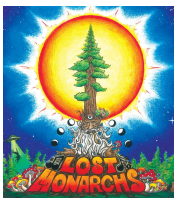
2. **Description of Show.** Show will be a musical performance with musical content decided by Band. Show will last of a minimum of _____ and a maximum of _____ minutes.

3. **Payment.** Compensation for the Show will be _____ US dollars, payable by the following methods: **PayPal: ben.ringgenberg@gmail.com, Venmo: @goodmindmusic, Cash or Business Check** (written out to Band Representative listed below *NOT to the band name*)
The Fee is due immediately following Band's Show, but may be made earlier.

4. **Cancellation.** If Operator cancels the Show less than 14 days before the above agreed date and time, 50% of Fee is due to the band. If Operator cancels the Show less than 48 hours before the above agreed date and time, 100% of Fee is due to the Band.

5. **Force Majeure.** In the event Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of Band, the 50% deposit of Fee is non-refundable, but no other portion of Fee is due, and the parties may negotiate a substitute Show on the same terms as this Agreement save for the time of Show, with no further deposit of Fee due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.

6. **Band Guest Tickets.** Operator will make available to Band **four (4)** complimentary tickets to Show for Band to use at Band's sole discretion.



7. **Food and Drink.** Operator will provide Band with (4) bottles of water or access to drinking water. If food is served by the establishment or is contracted independently on-site (e.g. a food truck), Operator will provide a discount or 100% comp for (4) Band members.

8. **Parking.** Operator will secure sufficient parking for Band's **large cargo truck and midsize SUV** within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the show and lasting until 1 hour after the show.

9. **Sound Systems Check.** A sound check conducted by Band of Venue's sound system is required, at a time prior to the Show to be mutually arranged between Band and Operator.

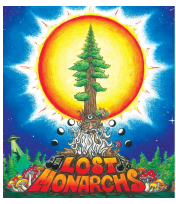
10. **Security, Health, and Safety.** Operator warrants that Venue will be of sufficient size to safely conduct Show, that Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary. Operator maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims.

11. **Indemnification.** Operator indemnifies and holds Band harmless for any claims of property damage or bodily injury caused by Show attendees.

12. **Severability.** If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

14. **Interpretation.** Agreement will be interpreted according to the laws of **California**

15. **Riders.** Nothing in Agreement shall prevent any rider from being added to Agreement that is favorable to Band, as judged by Band. All riders must be in writing and signed by the party against whom enforcement is sought.



The below-signed Band Representative warrants he has authority to enforceably sign this agreement for Band in its entirety. The below signed Operator's Representative warrants he has authority to bind Operator and Venue (above).

Signature of Band Representative: _____

Band's Representative name and title:

Benjamin Ringgenberg

Manager - Lost Monarchs

Goodmind Productions

Phone: 858-375-9375

Email: info@lostmonarchs.com

Operator's Representative Signature: _____

Operator's Representative name and title: _____