

Live Performance Agreement

Effective this 27th day of September 2015 between *Alfredo Caxaj* (“Engager”) and *Emma Clarke* (“Professional Artist”).

Date and Start Time of Performance: July 12, 2016 at 8:30 PM (E.S.T.); technical check at 8:00 PM (E.S.T.)

Location of Performance: Victoria Park, London, Ontario

Type of Performance: Music and Integrative Arts Performance

Duration of Performance: One 90-Minute Set

Financial Consideration: \$2,000 dollars (CDN) payable as follows:

1. The sum of \$1,000 immediately upon execution of this contract;
2. The remaining sum of \$1,000 payable upon completion of the engagement.

Other Consideration and Conditions:

1. Travel: The Engager agrees to reimburse the Artist for travel at a rate of \$0.55 (CDN) per kilometer.
2. This Agreement hereby includes the fulfillment within reasonable means of the attached technical and hospitality rider.

Termination:

This Agreement can be terminated, upon written notice by either Party. However, if the Engager cancels this Agreement within 72 hours of the Date and Time of Performance, the Engager is responsible for payment of the entire financial consideration and any expenses outlined in this Agreement actually incurred by the Artist. If the Artist cancels this Agreement at any point all financial consideration paid to the Artist and any expenses specifically outlined in this agreement actually incurred by the Engager shall be refunded to the Engager by the Artist.

Grant of Rights:

1. The Artist and Engager agree that this Agreement is for the provision of live performance services on the date listed above only and thus does not grant any other rights or licenses whatsoever including, but not limited to, the right to record the performance by any means whatsoever nor any future use of the performance in any manner. Should the Engager require any other rights or licenses a separate agreement specifically providing for those rights shall be negotiated between the Parties.
2. The Engager agrees to retain all necessary personal injury and property damage liability insurance with respect to the activities of the Artist at the Location of Performance. The Artist is thereby indemnified and held harmless from all claims, liabilities, damages, and expenses arising from any action or activity in fulfillment of this Agreement except for claims arising from the Artist’s willful misconduct.

Technical Rider:

The Engager agrees to provide the Artist with the following at no cost to the Artist.

1. A stage for performance measuring a minimum of 200 square feet. The stage must be flat, smooth and stable. Additionally, 2 stable, silent chairs are required on the stage. A carpet measuring 6 feet by 6 feet is required for the drum kit.
2. A professional lighting system suitable to adequately illuminate the stage area and all performers.
3. A professional sound augmentation system, with at least 24 inputs, capable of providing clear, undistorted and evenly distributed sound throughout the audience area. The system must be complete with microphones in good working condition and suitable for micing 3 vocalists, 2 saxophones, 1 cello, acoustic piano, acoustic bass and drum kit (including kick drum, snare drum, and 2 overhead microphones). One boom-style microphone stand must be provided. 5 high-quality monitor speakers must be provided by the Engager.
4. A professional engineer will be provided by the Engager for operation of the system for a 30-minute technical check as well as the performance.
5. Backline gear as follows: 1 Yamaha or comparable acoustic grand piano, in tune to A440 and with working pedal system and music desk. Upon discussion with the Artist, a Yamaha Avante-Grande piano in working condition may be substituted. 1 GK or comparable acoustic bass amplifier with safe AC power.

Hospitality Rider:

The Engager agrees to provide the Artist and related Parties with the following at no cost to the Artist:

1. One nutritious meal each for 8 individuals or comparable buyout at 8 times \$25 (CDN) (total \$200 CDN).
2. Two bottles each of mineral water near the stage for 8 individuals (total 16).
3. Two complimentary admissions tickets each for 8 individuals (total 16).
4. One clean, heated and air-conditioned, private rest area with comfortable seating and AC plugs for 8 individuals ready 1 hour prior to soundcheck. At least a mini-fridge must be provided. A private bathroom must be accessible from this area.

N.B.: The Artist retains 100% of proceeds from merchandise sold by the Artist's representatives on their behalf.

Signature of Engager: _____

Date: _____

Signature of Artist: _____

Date: _____