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ENTERTAINMENT AGREEMENT

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BETWEEN

DANA DAY RECORDS / 14<sup>TH</sup> FLOOR MUSIC AND ENTERTAINMENT

(‘Dana Day Records’)

AND

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(The ‘Purchaser’)

(Collectively referred to as “the parties”)

In the interpretation of this agreement: ‘Artist’ shall mean and refer to  
The Luther Vandross Experience featuring Darron Moore

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On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ this agreement is

***BETWEEN***

Dana Day Records / 14<sup>th</sup> Floor Music and Entertainment

***(DANA DAY RECORDS)***

***And***

**(PURCHASER)**

\_\_\_\_\_  
(Name, Talent Buyer, or Organization)

\_\_\_\_\_  
(Address, City, State, and Zip Code)

**(Collectively referred to as 'the parties')**

**AGREEMENT:**

This agreement confirms the terms and conditions between Dana Day Records and \_\_\_\_\_ (Purchaser), for the live musical performance services of The Luther Vandross Experience (Artist), for a live concert at \_\_\_\_\_ located at \_\_\_\_\_, in \_\_\_\_\_, for the date of, \_\_\_\_\_ to be promoted exclusively by the Purchaser.

Type of music: The Luther Vandross Experience (Tribute To Luther Vandross)

**The Parties agree as follows:**

A. Dana Day Records hereby confirms that it has the sole and exclusive right to represent the Artist and the rights to the Artist's exclusive services as a performer in the territory of The United States Of America and will provide written proof as (or if) requested.

B. Dana Day Records agrees to provide the services of the Artist for the Live Performance promoted exclusively by the Purchaser.

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### **1. COMPENSATION:**

1.1 The Purchaser agrees to compensate the Artists in the total sum of \$\_\_\_\_\_ (USD)\* for all performances by the Artist.

1.2 The Compensation will be paid by the Purchaser in accordance with the following payment schedule:

- (a) A deposit fee of \$\_\_\_\_\_ (USD)\* paid by U.S. Post Office money order or certified cashiers check on or by \_\_\_\_\_, made out to Darron Moore (The Artist).
- (b) Deposit is non-refundable. (See exceptions in Sections 8.4 and 8.5)
- (c) The Balance of \$\_\_\_\_\_ (USD)\* cash due on \_\_\_\_\_ after band set up.

### **2. TRAVEL AND ACCOMMODATION:**

2.1 The Artist will not be in need of travel or hotel accommodations

### **3 PERFORMANCES, SOUND, AND STAGE:**

3.1 Dana Day Records agrees that the Artist will perform (One Set) (Two Sets) for \_\_\_\_\_ minutes per Set a tribute performance featuring the music of Luther Vandross. Purchaser agrees to provide sound\* and lights\* for performance.

3.2 Artist will be provided the opportunity to sell band merchandise at event.

3.3 Purchaser and Artist can agree to rearrange performance times.

### **4. DRESSING ROOM**

4.1 The Purchaser agrees to provide a dressing room, where the Artist can prepare for the Performances. Purchaser agrees to supply bottled water in dressing room.

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*\*Additional Cost for Lights and Sound Technician.*

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**5. APPEARANCES / PROMOTIONS**

5.1 Dana Day Records agree Artist shall include event on all Artist's websites. TheLutherVandrossExperience.com, FaceBook.com/TheLutherVandrossExperience

**6. TAXES**

6.1 Dana Day Records shall be responsible for its own income and any work taxes assessed by U S government, state of Michigan, the county of Wayne and the city of Detroit.

**7. CONFIDENTIALITY**

7.1 Dana Day Records and its authorized representatives shall handle all correspondence with the Artist and the Purchaser Only.

7.2 All agreement negotiations, correspondence, and information between Dana Day Records and the Purchaser are strictly confidential.

7.3 The Parties shall keep all information and financial details of any arrangements or agreements made confidential between the parties.

**8. CANCELLATION**

8.1 The Purchaser agrees that Dana Day Records or the Artist shall, subject to the terms of the agreement, have the right to cancel any of the performances in the event the Purchaser breaches the agreement by:

- (a) not paying the deposit fee
  - (b) not paying the required balance
  - (c) not paying the remaining performance fees at the agreed times.
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***8.2 If Purchaser breach occurs, the Artist fee and / or deposit shall not be refunded and shall be retained by Dana Day Records as compensation for any loss suffered. It is agreed compensation is guaranteed and is not based on ticket sales.***

***8.3 The Purchaser shall have the right to cancel this agreement in the following circumstances:***

- (a) By giving Dana Day Records notice in writing Thirty (30) days prior to performance. In such circumstances Dana Day Records shall retain the Deposit and the Purchaser shall not be required to pay any further correspondence, fees, or expenses to Dana Day Records or the Artist.
- (b) Any notice given less than thirty (30) days will require full payment by the Purchaser to Dana Day Records within five (5) business days.
- (c) In the event of any material breach by Dana Day Records or the Artist under this agreement or in the event of non-professional behavior by the Artist including but not limited to:
  - (i) the Artist becoming guilty of serious misconduct or serious dereliction of the Artist's obligations under this agreement;
  - (ii) the Artist acting in a way that tends to bring the Purchaser into disrepute;
  - (iii) the Artist is convicted of a criminal offence; or
  - (iv) In the event of any material breach by Dana Day Records or the Artist, Dana Day Records shall, within seven (7) business days, refund 100% of the deposit to the Purchaser. The Purchaser shall not be required to pay any further correspondence, fees, or expenses to Dana Day Records or the Artist.
  - (v) If the event is cancelled due to an act of God or circumstances beyond the control of the Purchaser.

***8.4 Should Dana Day Records seek to cancel this agreement for any reason no later than thirty (30) days prior to any of the Performances, Dana Day Records shall within seven (5) business days refund 100% of the deposit back to the Purchaser.***

***8.5 Provided that should Dana Day Records seek to cancel this agreement less than thirty (30) days prior to any of the Performance, Dana Day Records shall within twenty four (24) hours refund 100% of the deposit back to the Purchaser.***

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***9. FORCE MAJEURE***

This agreement by both parties to perform their obligations herein is subject to proven detention by serious illness, accidents, or accidents to means of transportation, labor disputes, walkouts, civil unrest, terrorism, acts of God, or any act of public or government authority, or any other condition beyond either party's control. Neither party shall be liable to fulfill the remainder of the agreement, nor to perform or present any 'make-up' date(s), unless expressly agreed to by both parties for a convenient future time.

***10. DISPUTES AND ATTORNEY'S FEES***

Any dispute or difference whatsoever arising out of or in connection with this agreement shall be and is hereby submitted to arbitration in accordance with, and subject to arbitration. The appointing and administering body shall be American Arbitration Association of Michigan. There shall be one arbitrator, the language of the arbitration shall be English, and the place of the arbitration shall be Southeastern Michigan (Detroit Metro Area)

***11. SERVERABILITY***

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

***12. GENERAL***

This agreement may not be assigned, modified, or altered, except by an instrument in writing signed by both parties.

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Entertainment Agreement

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Dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_

**SIGNED** for and on behalf of

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**(Name)**

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**(Witness)**

Dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_

**SIGNED** for and on behalf of

***Dana Day Records / 14<sup>th</sup> Floor Music and Entertainment***

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**(Name)**

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**(Witness)**

End

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