

The Corporation of the Township of Whitewater Region

By-law Number 17-05-957

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**Being a by-law to execute an entertainment contract for the 2017 Whitewater Streetstrut**

**Whereas**, Section 5 of the Municipal Act, 2001 S.O. 2001, c.25 as amended states that the powers of a municipality shall be exercised by its Council and generally through by-law; and

**Whereas**, Section 9 of the Act states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

**Whereas**, Council deems it expedient and necessary to enter into an entertainment contract for the 2017 Whitewater Streetstrut;

**Now therefore Council of the Corporation of the Township of Whitewater Region enacts as follows:**

1. That the CAO/Clerk and Mayor are authorized to execute the agreement between the Corporation of the Township of Whitewater Region and The Feldman Agency for the Headstones appearance at the Whitewater Streetstrut on July 15, 2017.
2. That this by-law shall come into force and take effect upon being passed by Council.

**Read a first, second and third time and finally passed this 24th day of May, 2017.**

  
\_\_\_\_\_  
Hal Johnson, Mayor

  
\_\_\_\_\_  
Robert H.A. Tremblay, Clerk

**CERTIFIED TRUE COPY**  
  
\_\_\_\_\_  
Carmen Miller  
Deputy Clerk  
and Commission of Oaths  
Township of Whitewater Region



THE  
FELDMAN  
AGENCY

Ref #: 303330  
TFA Contact: Jeff Craib  
416-598-0067 contracts@feldman-agency.com  
8 Elm Street, Toronto, ON  
M5G 1G7

**Headstones / Headstones / HST # 80892 2439 RT0001.**

Agreement made Thursday, May 11, 2017, between Headstones-Headstones (hereinafter referred to as "ARTIST") and Township of Whitewater Region- Robert Trambly (hereinafter referred to as "PURCHASER")

*It is mutually agreed that the Purchaser hereby engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider, and any other addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference. Purchaser to review, sign & return all to The Feldman Agency immediately.*

**1. ENGAGEMENT VENUE(S):**

**Cobden Street Party - County Rd. 8, 44 Main St., Cobden ON, Canada K0J 1K0**

**2. TYPE OF ENGAGEMENT**

**Concert - 100% HEADLINE Set - approx. 60-90 mins**

**3. DATE(S) OF ENGAGEMENT:**

**Saturday, July 16, 2017 Load in: TBC || Set: 9:00pm || Curfew: 11:00pm**

**4. COMPENSATION:**

**\$25,000.00 CAD Flat GUARANTEE  
HST # 80892 2439 RT0001.**

**5. TERMS:**

**Purchaser agrees to pay \$3,250.00 (13% TAX) on all gross payments made to the ARTIST.**

*The GUARANTEE (and any percentage income and/or bonuses) is SUBJECT TO applicable Artist withholding or similar tax. There shall be NO other deductions for fees, levies, union dues, or otherwise, all of which are the sole responsibility of PURCHASER.*

**ADDITIONAL PROVISIONS:**

- Purchaser to provide at no cost to Artist : **SOUND & LIGHTS** as Specified and Approved by Artist.
- Purchaser to provide at no cost to Artist : **TECHNICIAN(s)** as required.
- Purchaser to provide at no cost to Artist : **HOTEL ACCOMMODATIONS** as Specified and Approved by Artist.
- Purchaser to provide at no cost to Artist : **HOSPITALITY RIDER REQUIREMENTS** as Specified and Approved by Artist.

**6. PAYMENT TERMS:**

**DEPOSIT** in the amount of \$12,500.00 CAD shall be paid to and in the name of Artist's agent, THE FELDMAN AGENCY INC. to be received according to the following schedule.

**-\$12,500.00 - Friday, May 19, 2017**

All deposit payments shall be paid via certified cheque /money order/cash to:

**THE FELDMAN AGENCY INC.**  
Attention: Jeff Craib  
8 Elm Street Toronto, ON  
Canada M5G 1G7

**OR via bank wire / direct deposit**

This deposit will only be valid upon faxed proof of payment. No tax has been requested on deposit, tax must be paid in full to Artist.

**CAD FUNDS:**

Deposits can be paid by bank transfer. Details are: The Feldman Agency CDN Dollar Account :Toronto Dominion Bank - 700 West Georgia, Vancouver, BC Transit #9400 (within TD Canada Trust) / Transit #94000 (outside TD Canada Trust) Bank #0004 Transit #94000 CAD Account #5388386 SWIFT # TD0MCATTTOR

**BALANCE OF FEE:**

The balance of the Guarantee shall be paid to and in the name of Headstones by cash or certified cheque/money order not later than one hour prior to performance start. Eamed percentages, overages and/or bonuses, if applicable are to be paid to Artist by cash, certified cheque / money order (as designated by Artist), to be received by Artist immediately following the last show of the engagement.

**7. ADVERTISING:**

Purchaser agrees, any use of Artist image/name/likeness/sound must be approved in writing by Artist Rep PRIOR to usage. Purchaser may only use Artists name and pre-approved: voice, likeness, materials, pictures, photographs, image, or other identification of Artist (collectively, "Artists Likeness") in connection with Purchaser's advertising and publicizing of the engagement, however Purchasers use of Artists Likeness shall not be as an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising

**8. ARTIST BILLING:**

To be billed as "Headstones"

**Artist to receive 100% Headline Billing**

When advertising is permitted, Artist shall receive billing in such order, form, size and prominence as directed by Artist / Artist Rep. in all advertising and

publicity issued by or under the control of the Purchaser, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, houseboards and announcements.

ARTIST RESOURCES: <http://bit.ly/HeadstonesPromo>

9. OTHER ARTIST(S):

TBC

Any acts performing on the same stage, on the same day, require the approval from Artist or Artist's representatives prior to being confirmed or announced.

10. EVENT DETAILS:

TICKET TYPE: Purchaser agrees event is a Public, Ticketed, Event

AGE RESTRICTIONS: Purchaser Agrees this is a LICENSED ALL AGES Event.

MAX CAPACITY: 2000

MEET AND GREET: All Meet & Greet/Autograph Session requests are subject to advance and approval by Artist/Artist Rep. Under no circumstance should Artist Meet & Greet/Autograph Session be sold, packaged or included in pricing without written permission from Artist Rep.

11. SCALING & TICKET PRICES:

	Price	Quantity	Sellable	Comps	Total
GA Advance	\$20.00	2000	2000	0	\$40,000.00
GA DOS	\$30.00	0	0	0	\$0.00
TOTALS:		2000	2000	0	\$40,000.00 CAD

12. TICKET DEDUCTIONS | TAXES:

Sales Tax: ON 13%

13. TICKET COUNTS:

Purchaser agrees ticket counts must be reported to: Jordan Powley || 416-598-0067 || [Jordan@feldman-agency.com](mailto:Jordan@feldman-agency.com) at The Feldman Agency no less than 3 times per week.

14. MERCHANDISE:

Purchaser to charge 0% fee TEXTILES/SOFT GOODS & 0% fee CD/DVD/BOOKS/HARD GOODS on gross revenue from merchandise sales. Venue Sells.

General Most-Favored-Nation Treatment: Purchaser agrees, with respect to merchandise fees or charges of any kind imposed on Artist, will be computed or defined in at least as favorable a manner as the computation or definition given to one or more third parties performing at the same venue, same day.

15. VISA & WORK PERMITS: (not applicable)

16. CONTACTS:

PRODUCTION: Matt Lemay || 613-633-7086 || [mattlemaybooking@hotmail.com](mailto:mattlemaybooking@hotmail.com)

SHOW ADVANCE: Matt Lemay || 613-633-7086 || [mattlemaybooking@hotmail.com](mailto:mattlemaybooking@hotmail.com)

ARTIST ADVANCE: Steve Carr || 416-938-4743 || [scarr56@me.com](mailto:scarr56@me.com)

ARTIST MARKETING: Courtney Yuchtman || 416-461-9969 || [courtney@berniebreen.com](mailto:courtney@berniebreen.com)

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any other prior agreements, commitments and understandings, whether written or oral. This Agreement may only be amended in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

Township of Whitewater Region-Robert Tremblay, *CAO/Clerk* Headstones

Purchaser Name  
44 Main St.  
Street Address  
Cobden / ON  
City / Prov  
613-646-2282 / [rtremblay@whitewaterregion.ca](mailto:rtremblay@whitewaterregion.ca)  
Phone / Email

Signature of Purchaser

Date

PLEASE SIGN AND RETURN ALL DOCUMENTS TO: [contracts@feldman-agency.com](mailto:contracts@feldman-agency.com)

Artist Name  
11 Davies Avenue  
Street Address  
Toronto / ON  
City / Prov  
416-461-9969 / [courtney@berniebreen.com](mailto:courtney@berniebreen.com)  
Phone / Email

Signature of Artist / Artist Representative

Date

*[Handwritten Signature]*  
Purchaser  
Initials

**Addendum "A"**  
**(Additional Standard Terms and Conditions)**

**COMPENSATION:** a) Unless otherwise specified, all payments shall be made in full without any deductions whatsoever. If not already indicated on the face page of this Agreement, PURCHASER will advise ARTIST, or ARTIST's designated representative, promptly upon request (but in no event later than the on-sale date), of the net admissions prices for the entertainment presentation and shall further disclose any added charges and applicable tax in connection therewith.

(b) In the event the payment to ARTIST shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to ARTIST, or ARTIST's designated representative a certified statement of the gross receipts of each performance within two (2) hours following such performance. ARTIST, or ARTIST's designated representative shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of the Engagement.

(c) In the event that the payment of ARTIST's share of said performance(s) receipts is based in whole or in part upon expenses related to the Engagement, PURCHASER shall verify by paid receipts, cancelled check or similar documents all such expenses, or they shall not be included as an expense of the Engagement.

(d) In the event the payment to ARTIST does not include a percentage payment, if the actual gross box office receipts from the Engagement exceed the gross potential as stated on the face of this Agreement or as otherwise agreed in writing between the parties, such excess shall be immediately paid in full to ARTIST in cash.

(e) The Deposit Amount shall be held in trust by THE FELDMAN AGENCY INC. for the Purchaser and Artist as their interests may appear, and shall be credited against the amounts owing to the Artist. In circumstances where the Contract is not completed due to cancellation, withdrawal or default by the purchaser, 100% of the deposit is forfeited to the Artist. In the event that the Purchaser cancels any performance less than thirty (30) days before the Start Date, the Purchaser shall pay to the Artist, as liquidated damages, the full amount specified as Guarantee to Artists hereunder. The Deposit Amount shall only be returned to Purchaser in the event: (a) the Artist's performance, as specified hereunder, does not occur; and (b) the failure of the Artist to perform is through breach by Artist of this Agreement.

**TAXES:** For clarification, unless specifically required by local law, any monies paid to ARTIST for travel, production reimbursements, or otherwise pursuant to this Agreement, which are apart from the GUARANTEE (and any percentage income and/or bonuses) shall NOT be subject to Artist withholding tax or similar tax. PURCHASER agrees to promptly pay all such withholding taxes (or similar tax) to the applicable governmental authorities. PURCHASER shall immediately supply to ARTIST's designated representative (in a form satisfactory to ARTIST) all necessary documentation as required by ARTIST to show proof of payment by PURCHASER of such withholding taxes, as well as for the purposes of obtaining foreign tax credit. PURCHASER shall indemnify and hold harmless AGENT and ARTIST from and against any and all damages, claims, costs, judgments, fees, penalties, fines and/or otherwise in connection with any failure and/or delay by PURCHASER to pay any necessary taxes, fees, levies, and the like to the applicable governmental authorities.

**TICKETS:** (a) PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from ARTIST and /or Artist designated representative. (b) ALL TICKETS MUST BE NUMBERED. NO TICKETS SHALL BE PRICED AT MORE THAN THE AGREED UPON PRICE EXCLUSIVE OF VALUE ADDED TAX OR OTHER SALES-BASED TAX WITHOUT ARTIST'S WRITTEN APPROVAL.

(c) If ticket price scaling shall be varied in any respect, the percentage of compensation payable to ARTIST shall be based upon whichever of the following is more favorable to ARTIST: (i) the ticket price scaling set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price scaling in effect for the Engagement.

(d) The ARTIST's designated representative shall have the right to inspect ticket racks and all box office and other records with respect to such receipts, including, but not limited to, unsold tickets, printed but unsold tickets (so-called "deadwood") and stubs of tickets sold, for the purpose of verifying the statements ARTIST's designated representative will upon request be admitted to the box office at all times during the sale of tickets for the Engagement hereunder.

(e) PURCHASER agrees that any inclusion of ARTIST's performance hereunder in a subscription or other type of series is subject to the prior written consent of ARTIST's designated representative.

(f) PURCHASER agrees there will be NO complimentary tickets or giveaways unless there is prior written approval from ARTIST and /or Artist designated representative.

**FACILITIES:** (a) PURCHASER agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper and lawful presentation of the Engagement, including, without limitation, a suitable venue, well-heated, ventilated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and all necessary first class sound equipment in perfect working condition including amplifiers, microphones in number and quality required by ARTIST, dressing rooms (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and stage hands, all necessary first class lighting, tickets, house programs, all licenses (including musical performing rights licenses), special police, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all other necessary expenses in connection therewith.

(b) PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in the attached ARTIST Rider, unless otherwise agreed by ARTIST and PURCHASER in writing. Exact requirements to be advised if same differs from ARTIST Rider specifications.

(c) PURCHASER will pay all music royalties in connection with ARTIST's use of music, and in addition, the costs of any musicians (including contractor) other than those furnished by ARTIST's as part of ARTIST's regular company.

(d) PURCHASER agrees to pay all amusement taxes, if applicable.

(e) PURCHASER shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and ARTIST.

(f) If ARTIST so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands and other personnel for lighting and dress rehearsals. PURCHASER shall furnish at its own expense all other items and personnel including, but not limited to, any and all personnel, including musicians, as may be required by any national or local union(s) required for the proper presentation of the performance hereunder, and any rehearsals therefore, except for those items and personnel which ARTIST herein specifically agrees to furnish.

(g) PURCHASER shall ensure compliance with all applicable requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).

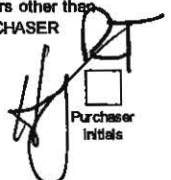
(h) PURCHASER shall be solely responsible for providing a safe environment for the Engagement, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Engagement and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). ARTIST and /or Artist designated representative shall not have any liability for any damage or injury caused by such Adverse Conditions.

**PRODUCTION CONTROL:** (1) ARTIST shall have the sole exclusive creative control over the production and presentation of ARTIST's performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder, and ARTIST shall have the sole right, as ARTIST may see fit, to designate and change at any time the performing personnel other than the ARTIST herein specifically named.

(2) ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. PURCHASER agrees that no performers other than those to be furnished by ARTIST hereunder will appear on or in connection with the Engagement hereunder, unless written approval is received from ARTIST. PURCHASER agrees to supply and pay for all supporting acts, if any, which must be requested and/or approved by ARTIST.

(3) PURCHASER agrees to promptly comply with ARTIST's directions as to stage settings for the performance hereunder.

(4) It is understood that no stage seats are to be sold or used without ARTIST's prior written consent.

  
Purchaser  
initials

**ADVERTISING / MARKETING:** PURCHASER may only use ARTIST and /or Artist designated representative supplied materials, (name and pre-approved: voice, likeness, materials, pictures, photographs, image, or other identification of ARTIST collectively, "ARTIST's Likeness") in connection with PURCHASER's advertising and publicizing of the Engagement. PURCHASER must obtain ARTIST and /or Artist designated representative written approval PRIOR to use of "ARTIST's Likeness".

ARTIST shall receive billing in such order, form, size and prominence as directed by ARTIST's designated representative in all advertising and publicity issued by or under the control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, house boards and announcements.

ARTIST's name, likeness, image, and/or biographical data shall not be used by Purchaser or any other party under the control of Purchaser, to endorse, promote or otherwise advertise Purchaser, any commercial tie-in, any sponsor, or any other product or service connected with Purchaser, unless otherwise agreed between Artist and Purchaser, in writing, prior to Artist's arrival at the performance venue.

PURCHASER shall not commit ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without ARTIST's or designated representative prior, written consent, which shall be given or withheld in ARTIST's sole discretion.

**MERCHANDISING:** ARTIST shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc., on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any, as specified in this Agreement.

**NO RECORDING/BROADCAST:** PURCHASER shall not itself, nor shall it permit any third party to record, broadcast, televise, photograph or otherwise reproduce the audio, visual and/or audio-visual performance, in whole or in part, rendered by Artist hereunder. If Purchaser televises the performance hereunder on a jumbo-tron or similar screen during Artist's performance, then any and all tapes or other recordings - physical, digital or other - created for purposes of such real-time broadcast, shall be surrendered by Purchaser to Artist at the completion of Artist's performance.

**ROLE OF AGENT: THE FELDMAN AGENCY INC.** ("Agent") acts only as agent for ARTIST and assumes no liability hereunder and in furtherance thereof and for the benefit of THE FELDMAN AGENCY INC., it is agreed that neither PURCHASER nor ARTIST will name or join THE FELDMAN AGENCY INC., or any of its officers, directors, principals, agents, employees and representatives as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any acts of commission or omission pursuant to or in connection with this Agreement by either PURCHASER or ARTIST. If at any time there shall be a controversy between Purchaser and Artist with respect to the monies for the performance(s) covered hereunder which are held by Agent in its trust account ("Trust Funds"), Agent may upon notice to Purchaser and Artist either: (i) hold the Trust Funds until otherwise directed by a written instrument signed by Purchaser and Artist or by an order, decree or judgment by a court of competent jurisdiction which, by lapse or otherwise, shall no longer be or shall not be subject to appeal or review, or, (ii) deposit the Trust Funds in any court of competent jurisdiction pending the final determination of any dispute among the parties hereto. Upon delivery of the Trust Funds in accordance herewith, the obligations of the Agent shall cease with respect thereto and it shall not be required to perform any further acts whatsoever pursuant to this Agreement.

**PURCHASER DEFAULT:** (1) In the event PURCHASER refuses or neglects to provide any of the items herein stated or comply with any provisions hereunder, and/or fails to promptly make any of the payments as provided herein and/or fails to proceed with the Engagement and/or fails to furnish ARTIST and /or Artist designated representative with any documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, then any such failure shall be deemed a substantial and material breach of this Agreement and ARTIST shall have the right (in ARTIST's sole discretion), without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to ARTIST and /or Artist designated representative by PURCHASER as partial compensation for such breach; (iii) receive the full GUARANTEE (or the unpaid balance thereof) plus all other payments and other compensation due pursuant to this Agreement and all out of pocket expenses incurred by ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for ARTIST and entourage pursuant to the terms of this Agreement.

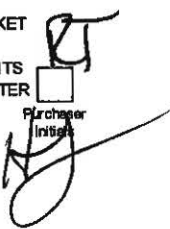
(2) If, on or before the date of any scheduled Engagement, PURCHASER has failed, neglected, or refused to perform any contract with ARTIST, and/or any contract with any third party relating to this Engagement, and/or any other contract with any other performer for any other engagement (whether or not related), or if the financial standing or credit of PURCHASER has been impaired or is in ARTIST's opinion unsatisfactory, ARTIST shall have the right to demand payment of the full GUARANTEE and all other compensation due pursuant to this Agreement. If PURCHASER fails or refuses to make such payment forthwith, then any such failure shall be deemed a substantial and material breach of this Agreement, and ARTIST shall have the right (in ARTIST's sole discretion), without prejudice to any other rights and remedies, to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to ARTIST by PURCHASER as partial compensation for such anticipatory breach; (iii) receive the full GUARANTEE (or balance thereof) and all other compensation due pursuant to this Agreement and all out of pocket expenses incurred by ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for ARTIST and entourage pursuant to the terms of this Agreement.

**NON-DISCLOSURE:** Purchaser agrees, all written and oral information, and materials disclosed or provided by the Artist/Artist Rep. in regards to Artist fee and requirements to the Purchaser, under this Agreement, is Confidential Information. Confidentiality is regardless of whether information was provided before or after the date of this Agreement or how it was provided to the Purchaser. Purchaser acknowledges that disclosure of said Confidential Information, or other breach of this Agreement, would cause serious and irreparable damage and harm to the Artist. Artist reserves the right to cancel this engagement and retain the deposit if there is any breach of this clause.

**INSURANCE/INDEMNIFICATION** 1) PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, public and comprehensive general liability insurance coverage in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any) indemnifying and holding ARTIST and / or ARTIST's traveling party and ARTIST's respective officers, directors, principals, agents, employees and representatives, harmless from claims and/or actions by any and all persons who suffer death, personal injury or property damage during or incidental to any performance given under this Agreement or arising out of or in connection with this Agreement. The foregoing policies maintained by PURCHASER shall contain a waiver(s) of subrogation with respect to the ARTIST and their respective officers, directors, principals, agents, employees and representatives, and each policy shall contain all appropriate riders and endorsements. PURCHASER will provide evidence of the existence of the insurance coverage referred to herein by naming ARTIST, and their respective officers, directors, principals, agents, employees and representatives, as "additional insureds" and providing ARTIST with originals or copies of certificates of insurance so reflecting and providing that ARTIST shall be notified in writing by the insurance carrier of any change or modification in the policy, not less than fifteen (15) days prior to the effective date of such change. ARTIST's failure to request, review or comment on any such certificates shall not affect ARTIST's rights or PURCHASER's obligations hereunder.

(2) Without limiting the generality of the foregoing, PURCHASER hereby indemnifies and holds ARTIST, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including, without limitation, reasonable attorney's fees, incurred or suffered by or threatened against ARTIST or any of the foregoing in connection with or as a result of any claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, or any acts or omissions of PURCHASER or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the ARTIST.

**LIMITATION OF LIABILITY:** In no event shall ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to PURCHASER (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if ARTIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF ARTIST (OR ANY OF THEIR RESPECTIVE AGENTS, REPRESENTATIVES, PRINCIPALS, EMPLOYEES, OFFICERS, DIRECTORS OR AFFILIATES) EXCEED, IN THE AGGREGATE, AN AMOUNT EQUAL TO THE LESSER OF (I) THE AMOUNT OF REASONABLY NECESSARY OUT-OF-POCKET EXPENSES DIRECTLY INCURRED BY PURCHASER IN CONNECTION WITH THE ENGAGEMENT; OR (II) THE AMOUNT OF THE GUARANTEE WHICH ARTIST AND/OR PRODUCER HAVE ACTUALLY RECEIVED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. PURCHASER AGREES THAT IT SHALL NOT (AND SHALL CAUSE ITS AFFILIATES NOT TO) SEEK INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE (OR EXEMPLARY), OR ANY OTHER SIMILAR DAMAGES AS TO ANY MATTER UNDER, RELATING TO, OR ARISING OUT OF THE ENGAGEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

Purchaser Initials  


**EXCUSED PERFORMANCE:** If, as the result of a Force Majeure Event (as defined below), ARTIST is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then ARTIST's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by PURCHASER, and PURCHASER shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) PURCHASER shall be obligated and liable to ARTIST for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which ARTIST may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if ARTIST is ready, willing, and able to perform (but for the occurrence of such Force Majeure Event), then PURCHASER shall nevertheless pay ARTIST an amount equal to the full GUARANTEE plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not ARTIST is ready, willing and able to perform, PURCHASER shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation for ARTIST and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean any one or more of the following acts which makes any performance(s) by ARTIST contemplated by this Agreement impossible, infeasible or unsafe: acts of God; act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, act(s) of the public enemy; act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which ARTIST reasonably believe jeopardizes the safety of ARTIST, any of ARTIST's equipment, musicians or other performers, or any of ARTIST's key personnel; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires; explosions; floods; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform of ARTIST, any of ARTIST's musicians, other performers, crew, representatives or advisors, any of ARTIST's family members, any of ARTIST's key personnel, or any other person personally known to ARTIST whose death, disability, illness or injury adversely impacts ARTIST's ability to perform in connection with the Engagement; or other similar or dissimilar causes beyond the control of ARTIST which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe.

**INCLEMENT WEATHER:** Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and PURCHASER shall remain liable for payment to ARTIST of the full GUARANTEE plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, PURCHASER shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and expense reimbursements for ARTIST and touring party.

**ARTIST'S RIGHT TO CANCEL:** PURCHASER agrees that ARTIST may cancel the Engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the Engagement hereunder. Upon termination of the Agreement in accordance with this Section, ARTIST shall return to PURCHASER any deposit previously received by ARTIST and /or Artist designated representative in connection with the Engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement.

**NOTICES:** All notices required hereunder shall be given in writing at the addresses stated in the preamble of this Agreement.

**CONTROLLING PROVISIONS:** In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to ARTIST shall control.

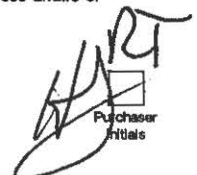
**DISPUTE RESOLUTION:** If a dispute arises out of, or in connection with this Agreement, the parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.

All information exchanged during this meeting or any subsequent dispute resolution process, shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.

**GOVERNING LAW:** This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The parties agree to submit to the exclusive jurisdiction of the courts of Ontario.

**MISCELLANEOUS PROVISIONS:**

- (1) Nothing in this Agreement shall require the commission of any act contrary to applicable law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by ARTIST and /or Artist designated representative to PURCHASER hereunder. In the event of any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.
- (2) This (and any of ARTIST's: riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of this Agreement.
- (3) This Agreement and all questions arising hereunder shall be governed by, and constructed in accordance with, the laws and decisions of the Province of Ontario and the federal laws of Canada without giving effect to the principles thereof relating to conflicts of law. Each of the parties hereto (a) irrevocably agrees that the federal courts of the city of Toronto, Province of Ontario, Canada courts have sole and exclusive jurisdiction over any suit or other proceeding arising out of or based upon this Agreement, (b) submits to the venue and jurisdiction of such courts and (c) irrevocably consents to personal jurisdiction by such courts.
- (4) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.
- (5) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.
- (6) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER, in PURCHASER's carrying out any of the provisions hereof, or otherwise. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.
- (7) The terms "ARTIST" and "PURCHASER" as used herein shall include and apply to the singular and the plural and to all genders.
- (8) This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one (1) single agreement between the parties and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic delivery (i.e. PDF format), including electronically signed versions of the same, shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the Parties to the terms and conditions of this Agreement.
- (9) No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.
- (10) The terms of this Agreement, as well as correspondence and documentation related to this Agreement, are confidential to the parties and may not be disclosed to any third parties without the prior written consent of the parties hereto, except as disclosure may be required to professional advisors or by law or court order, or for carrying out the purposes of this Agreement. Further, the parties shall treat as confidential all information, data and documents acquired by each other relating to the business affairs of the other, except as such information may already be in the public domain.

  
Purchaser  
Initials

  
  
Purchaser  
Initials