

Sample Contract

This contract made on Wednesday, Month and day, 2021 between <<name of agent if applicable>> for the services of <<Artist>> (hereinafter referred to as "Artist") and <<name of Engager>> (hereinafter referred to as "Engager") for the engagement listed below.

It is mutually agreed that the Engager hereby engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth, including, without limitation, Schedule I (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. Engager to review, sign and return all to <<Artist/Artist Representative>> immediately. In the event of a conflict between the Contract and any other attachment hereto the Contract prevails.

1. Artist: Name of Artist

2. Engagement Venue: World Wide Web

3. Date of Engagement: Thursday, April 1, 2021

4. Schedule: Pre-Recorded Performance

Video Delivery Date: due by <<Date>>

5. Event Title:

6. Compensation: \$750.00 CAD Flat Guarantee.

Appropriate GST/HST payable on top of all artist fees per Tax ID listed below.

8. Additional Provisions: Additional Provisions:

- All marketing & advertising materials are subject to the PRIOR approval of Artist/Artist Representative.

- Performance to be pre-recorded for the purpose of the documentary; Artist does not grant any rights for future use of footage.

9. Payment Terms: All payments shall be paid by Engager in Canadian Dollars (unless otherwise mentioned) by Direct Deposit or Wire

Date Due: MM/DD/YYYY

Amount Due: \$ _____

- Cheque/money order payable to <<Artist>> and sent to the address at bottom of contract.
- Via E-transfer to <<email address and e-transfer instructions>>
- CAD Bank Wire or direct deposit, noting CONTRACT # to: <<Contact and direct deposit information>>

10. Artist Assets: <<Digital link, if applicable>>

11. Event Contacts: Promoter Company:

Promoter:

If, at the time of the Event, the Promoter/Venue fails to comply with any and all Provincial/State or Federal regulations regarding safety protocols surrounding COVID-19, or similar pandemic, and the Artist deems the performance to be unsafe for themselves, their essential crew or the public, Artist reserves the right to cancel performance with no liability and retain any deposit or other funds received.

Cancellation of this engagement by Engager, other than for Force Majeure as described on Schedule I is a fundamental breach of this Agreement, and in the event of such cancellation Engager shall be liable for, and shall pay on demand, the full amount contracted.

In the event that the total consideration to be paid DOES NOT include percentages or overages, and the actual gross box office receipts from engagement exceed the Total Net Potential stated above, all of such excess, plus applicable taxes thereon, shall be paid to the Artist.

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.

By: X_____

By: X_____

SIGNATURE OF Engager

SIGNATURE OF ARTIST

ADDRESS

ADDRESS

Schedule I (Additional Terms and Conditions)

1. General: The terms and conditions set out below are in addition to, and not in substitution for, the terms and conditions set out in the attached "Contract" which term includes any Rider(s) or other attachment(s) thereto. In the event of a conflict between the terms and conditions set out below, and the terms and conditions in the Contract, the terms and conditions set out in the Contract shall prevail but only to the extent necessary to give full meaning thereto.

2. 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 Contract, Engager will advise Artist/Artist 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, Engager 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 always have the right to have a representative present in the box office and such representative shall have access to box office records of Engager relating to gross receipts of the performance(s).

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, Engager shall verify by paid receipts, cancelled cheques or similar documents all such expenses, or they shall not be included as an expense of the Engagement.

d. Deposit amount shall be held by the Agency for the Engager and Artist as their interests may appear and shall be credited against the amounts owing to the Artist. In circumstances where this Contract is not completed due to cancellation, withdrawal or default by the Engager, or the cancellation by Artist, the provisions of paragraph 9 shall apply regarding the disposition of the deposit.

3. Additional Engager Obligations:

a. Royalties, Licenses Etc.: Engager shall obtain and be responsible for payment of any and all licenses, approvals, consents, permits, fees and royalties in connection with the performance(s).

4. Tickets: In the absence of clear On Sale date listed on the Contract, Engager shall not announce, advertise or sell tickets to the Engagement prior to receipt of deposit by Agency, where applicable, AND authorization has been received from Artist/Artist Representative. Engager is responsible for collecting and remitting where applicable any and all taxes associated with ticket sales for the Engagement.

5. Advertising: Engager may ONLY use materials supplied by Artist / Agency in connection with advertising and publicizing the Engagement. Artist's name, likeness, image and/or biographical data shall not be used by Engager or any associated party to endorse, promote or otherwise advertise Engager, any commercial tie-in, sponsor or other product or service without the express written approval of Artist/Artist representative.

6. Production Control: Artist shall have exclusive creative control over the production and presentation of Artist's performance. 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.

7. Grant of Rights: The Artist (or its licensees or grantees) shall own all rights including copyright and exploitation rights in the audiovisual recording of the performance (the "Video") as well as the sound recording master (the "Master") and the underlying composition (the "Composition"), throughout the Universe and perpetuity. Artist hereby grants to Promoter, throughout the Territory and for the Term:

a. The non-exclusive right and license to display, stream, broadcast, and publicly perform the Video, in whole or in part, for the sole purpose and context contemplated by this Agreement (the "Context");

b. The non-exclusive right to use and authorize others to use the name, likeness, biographical material and/or voice (as contained in the Video and provided by Artist, by Artist's representatives or otherwise approved by any of the foregoing) of anyone who rendered services in connection with the Video (including the name of the performing group, if applicable) for the purpose of advertising, promotion and/or publicizing the Performance in Context, but not so as to constitute an endorsement of any other product, service, person, organization or political party.

c. Nothing in this agreement shall give the Promoter, and the Promoter shall have no right to use or exploit the Video out of Context nor to reproduce, distribute, transmit, retransmit, sell, make available, publicly perform and/or otherwise exploit the Video on a standalone basis in any format or media, or to claim any portion of digital royalties arising from the exploitation granted herein;

d. Nothing in this agreement shall give the Promoter, and the Promoter shall have no right to use or exploit the Master on a standalone basis in any context whatsoever.

e. For greater clarity, the Artist expressly reserves for itself, its licensees and grantees, the right to claim the ownership and right to monetize the Video, the Master and the Composition in respect of digital royalties, throughout the universe in perpetuity.

8. Master Use License. The Licensor hereby grants to the Licensee and its successors and assigns, in perpetuity and throughout the universe, the non-exclusive and irrevocable right and license to:

a. use in any manner, medium, form or language, the Masters or any portion thereof, in synchronization or time relation with the visual portion of the documentary motion picture currently entitled “_____” (the “**Production**”) (and any trailers, advertisements, commercials, promotions and excerpts thereof), and to reproduce, exhibit, publicly perform, broadcast, re-transmit, distribute, lease, license, sell and otherwise exploit the Masters for the purposes of exploiting the Production in all manner and media of communication now known or in the future developed including, without limitation, theatrical exhibition, nontheatrical and television film release, free/ pay cable and subscription television, VOD, CATV, closed circuit television, and all forms of digital and on-line distribution and transmission (including, without limitation, wireless device distribution (such as phones and PDAs), Wireless Access Protocol, Multipoint Distribution Service (MDS), Multichannel Multipoint Distribution Service (MMDS), SVOD and any similar method now known or hereafter devised), each medium in all versions and languages;

b. modify, adapt, edit, rearrange all or any portion of the Masters in connection with the exercise of any of the rights granted to Licensee hereunder;

c. use the name, photograph, likeness and/or biographical material of the Licensor in connection with the Licensee's exercise of the rights granted to it hereunder; and

d. license to any other person and/or entity the right to do any of the foregoing.

9. Synchronization License. The Artist hereby grants to the Engager and its successors and assigns, in perpetuity and throughout the universe, the non-exclusive and irrevocable right and license to:

a. fix and record in any manner, medium, form or language, the Composition, or any portion thereof, in synchronization or time relation with the visual portion of the Production (and any trailers, advertisements, commercials, promotions and excerpts thereof), and to reproduce, exhibit, publicly perform, broadcast, re-transmit, distribute, lease, license, sell and otherwise exploit the Compositions for the purposes of exploiting the Production and any characters appearing therein in all manner and media of communication now known or in the future developed including, without limitation, theatrical exhibition, nontheatrical and television film release, free/ pay cable and subscription television, VOD, CATV, closed circuit television, and all forms of digital and on-line distribution and transmission (including, without limitation, wireless device distribution (such as phones and PDAs), Wireless Access Protocol, Multipoint Distribution Service (MDS), Multichannel Multipoint Distribution Service (MMDS), SVOD and any similar method now known or hereafter devised);

b. modify, adapt, edit, rearrange all or any portion of the Compositions in connection with the exercise of any of the rights granted to Licensee hereunder;

c. use the name, photograph, likeness and/or biographical material of any or all of the writers of the Compositions in connection with the Licensee's exercise of the rights granted to it hereunder; and

d. license to any other person and/or entity the right to do any of the foregoing.

10. Default, Cancellation And Force Majeure:

a. Engager Default: In the event Engager refuses or neglects to provide any of the contractual obligations 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 such failure shall be deemed a substantial and material breach of this Agreement and Artist shall have the right (at 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/Artist representative by Engager as partial compensation for such breach; (iii) receive as liquidated damages 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.

b. Artist Cancellation: Engager agrees that in the event of cancellation of this Agreement by Artist other than for Force Majeure, Artist shall return in full any deposit paid by Engager and the parties shall have no further rights, remedies, or obligations hereunder.

c. Force Majeure: Neither party will be held liable for delay, loss damage or non-fulfilment of the terms of this contract if and to the extent that such delay, loss damage or non-fulfilment is caused by an occurrence beyond the reasonable control of such party, including but not limited to proven sickness or accident to Artist (including Musician(s)), delay of transportation services or accident to means of transportation, riots, strikes, epidemics, acts of God, compliance with any act, regulation, order or request of any governmental authority or agency, or any other causes, whether direct or indirect, not within the reasonable control of such party, and which by the exercise of reasonable diligence such party is unable to prevent such delay, loss damage or nonfulfillment of the provisions of this contract or otherwise to be rendered by such party hereto. Notwithstanding the foregoing: (i) Engager shall be obligated and liable to Artist for such proportionate amount of the payments 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), Engager shall nevertheless pay Artist and amount equal to the full Guarantee plus all other payments and compensation due hereunder. In the event of cancellation due to any Force Majeure Event, and whether or not Artist is ready, willing and able to perform, Engager shall remain responsible for all transportation, accommodations, expense

reimbursements and any other payments or compensation due to Artist pursuant to the terms of the Agreement.

d. Inclement Weather: Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and if Engager cancels the performance(s) due to inclement weather Engager shall be liable for payment to Artist of the full Guarantee.

e. Technical Problem - Artist: If, at any time prior to half-way through the designated Set Time, the Performance is halted by technical failure of sound or video equipment owned and operated by the Artist the performance may be cancelled and rebooked at Promoter's option subject to Artist availability but the Artist in any event shall be entitled to retain the fee in its entirety

f. Technical Problem - Promoter: If the performance is halted at any point due to equipment or technical failure where such is under control of the Promoter, the Artist shall not be obligated to rebook and will be entitled to retain the fee in its entirety.

g. Internet Failure: Any drop out, major instability or disconnection from the Internet that cannot be resolved by either party within fifteen (15) minutes of such disconnection shall be considered a force majeure event.

9. Warranties & Representations:

a. Engager represents and warrants that Engager is the responsible party for making all payments hereunder and has sufficient funds, financing and insurance to honour all obligations.

11. Agency Not Liable: Engager and Artist each acknowledge that Agent/Agency is only responsible for procuring bookings and may not be held liable for any breach of contract by Artist.

12. Dispute Resolution: Either party may initiate proceedings in a court of competent jurisdiction (a Canadian court if the engagement occurred in Canada, or a United States court if the engagement occurred in the United States and the Engager is American), to have the disputed matters adjudicated. For purpose of adjudication and unless otherwise agreed to by the parties in writing, this Contract and all matters arising hereunder shall be governed by and construed in accordance with the laws of the Province, Territory or State in which the performance(s) occurs and the laws of Canada or the United States, as the case may be, applicable therein. If Artist is a CFM/AFM member, the foregoing is subject to first submitting any dispute to the Local having jurisdiction or the Head Office of the CFM/AFM as described in paragraph 10d above.

13. Miscellaneous:

a. Non-Disclosure: Engager agrees all written and oral information and materials disclosed or provided by the Artist/Artist Representatives in regard to fee and requirements under this Agreement is considered Confidential Information. Disclosure by Engager of any Confidential

Information will constitute breach of Contract by Engager and Artist reserves the right to cancel the engagement and retain any deposit paid.

b. Severability: If any provision of this contract is determined at any time by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision or part thereof shall be severable from this contract and the remainder of this contract will remain in full force and effect and will be construed as if such invalid, illegal or unenforceable provision or part thereof had been deleted therefrom.

c. Assignment: Engager may not transfer or assign this Contract or any rights, interests or obligations without the prior written consent of Artist/Artist Representative/Agency. Any assignment or transfer in violation of this clause shall be void.

d. Entire Agreement: This Contract may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. The counterparts of this Contract may be executed and delivered by electronic or digital means and the receiving party may rely on the receipt of the electronically or digitally signed or delivered document as a binding and enforceable agreement.