



T: 714.363.4585
E: info@rygrocks.com
W: RYGRocks.com

RAISE YOUR GLASS PERFORMANCE AGREEMENT

The following does not constitute an agreement or contract between Raise Your Glass, hereinafter referred to as the "Artist" and any person acting as a representative or agent seeking to secure a performance agreement between their Organization or Venue, and the Artist, hereinafter referred to as the "Presenter". The following simply provides the Terms and Conditions that are generally required when such a contract is being sought. All final Terms and Conditions will be negotiated on a per request basis and shall be memorialized in a separate binding agreement between both parties.

1. **NATURE OF PERFORMANCE:**

The Presenter acknowledges that the Artist is providing a live musical production that is a representation of the material and style of the artist P!nk. The Presenter acknowledges that the services to be rendered under the terms hereof, are of a special, unique and extraordinary character and may not be assigned without the express permission of the Artist.

2. **AUTHORITY TO EXECUTE:**

The representative who is executing this Agreement on behalf of the Artist hereby warrants and represents that they have the full power and authority to bind the Artist on whose behalf they are executing this Agreement and acknowledges that they are making this representation and warranty with the understanding that the Presenter is relying thereon.

3. **CONFLICTS OF INTEREST AND NON-HIRE PROVISION:**

The Artist represents that it is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Artist and any third party. The Artist is expressly free to perform services for other parties while performing services for the Presenter as long as there is no express conflict in doing so. For a period of six months following any termination, the Artist shall not, directly or indirectly hire, solicit, or encourage to leave the Presenter or its employees, partners or other contractors of the Presenter; or hire any such employee, consultant, or contractor who has left the Presenter's employment or contractual engagement within six months of the termination of this Agreement.

4. **INDEPENDENT CONTRACTOR:**

This Agreement shall not render the Artist an employee, partner, agent of, or joint venturer with the Presenter for any purpose. The Artist is and will remain an independent contractor in its relationship with the Presenter. The Presenter shall not be responsible for withholding taxes with respect to the Artist's compensation hereunder. The Artist shall have no claim against the Presenter hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Presenter acknowledges that the Artist shall have sole control and responsibility in the execution of this Agreement per the terms and conditions of the prevailing jurisdiction's laws for the hiring of an Independent Contractor.

5. **TAXES:**

The Presenter agrees to prepare and file all tax information required of a person who hires an independent contractor and the Artist agrees that they have sole responsibility for the payment of any federal or provincial taxes arising from the monies paid by the Presenter to the Artist for any Performance contracted under this Agreement

6. **STANDARDS OF PERFORMANCE:**

The Artist agrees to provide the Presenter a demeanor and performance of duties that shall be considered professional by industry and legal standards at all times. The Artist agrees that during any contracted Performance they will perform in a manner that is equal to or exceeds industry standards and that properly reflects the Presenter's culture and philosophy.

7. **SEXUAL HARASSMENT:**

Both the Presenter and the Artist understand that they will be working in a professional work environment and that all laws pertaining to conduct and demeanor of any agent or representative of the Presenter or the Artist in such an



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environment as defined by the California Fair Employment and Housing Department and the Federal Equal Employment Opportunity Commission shall be in effect at all times. Any violation of the laws governing and defining such behavior shall be considered cause for immediate termination of services and of this agreement.

8. LIABILITY AND RESPONSIBILITY:

The Artist agrees that it is competent and able to handle all the described duties of this Agreement at a level defined by industry standards and the Presenter's reasonable expectations. This includes all technical, logistical, mental and physical duties of the Services described herein. The Artist further agrees that they will make all possible efforts to maintain and care for the equipment and property of the Presenter and/or its Clients or partners. Should damage occur to any equipment as a direct result of the negligence of the Artist, the Artist agrees to notify the Presenter immediately and to work with the Presenter to restore, repair or replace the equipment to pre-damage standards. The Presenter agrees that they will make all possible effort to protect and secure the equipment and property of the Artist and/or employees and sub-contractors. Should damage occur to any equipment as a direct result of the negligence of the Presenter, the Presenter agrees to notify the Artist immediately and to work with the Artist to restore, repair or replace the equipment to pre-damage standards.

9. RECORDING, REPRODUCTION OR TRANSMISSION OF PERFORMANCE: Unless otherwise agreed upon, the Presenter will use its best efforts to prevent the recording, reproduction or transmission of the Performance by any third party, audience member, representative or employee of the Presenter, without the written permission of the Artist or the Artist's representative. The Presenter agrees to allow the Artist at their discretion to record, photograph and or otherwise document their performance at the Artist's venue. The Presenter agrees to waive all rights, claims and causes of action arising from pictures, newspaper accounts, recordings and other reproductions that the Artist may make of the Performance provided that the Artist's use of same shall be restricted to such activities as are permitted by law. The Presenter acknowledges that it has no right to, or interest in any work or product resulting from the Services performed under the terms of this Agreement, or any other materials created by the Artist in connection with such Services, nor any right to or interest in any copyright therein. The Presenter grants the Artist all rights to any products or materials created in connection with the Services provided under the terms of this Agreement are the property of the Artist and hereby releases any and all right, title, and interest the Presenter may have in and to such Materials, including all copyrights, all publishing rights, and all rights to use, reproduce, and otherwise exploit the Materials in any and all formats or media and all channels, whether now known of hereafter created.

10. MERCHANDISING:

The Presenter agrees to allow the Artist to sell any goods, products, merchandise or services (other than the services provided herein) at the performance and to provide an adequate space per the provisions stipulated in the Artist's Technical Rider or as stipulated in the specific contract Agreement. The Presenter agrees that all monies derived from any sales of goods, products, merchandise or services shall belong 100% to the Artist unless otherwise negotiated.

11. PROMOTION:

The Presenter shall agree to advertise and promote the appearance of the Artist and the Performance to at least the minimum level as the Presenter has historically promoted other acts in the past or as specifically negotiated in this Agreement. The Presenter agrees to not make any representations or use any materials, photographs, videos or other marketing materials except as provided by the Artist to the Presenter or that is otherwise publicly available from any of the Artist's marketing materials. The Artist hereby acknowledges and agrees that Presenter may use their names, photographs, likeness, facsimile signature and any other promotional materials in all of such promotions, advertising or other activities used to increase attendance at performance.

12. PARKING:

The Presenter shall provide parking space for vehicles in a location of close proximity to and with direct access to the backstage area where the Performance will take place on the date(s) of the Performance. This parking space will be reserved for the Artist for a period of four (4) hours prior to the Performance and ending three (3) hours following the Performance. If the Artist is traveling in a tour bus, shore power shall be provided by the Presenter at their sole cost.



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13. SECURITY:

The Presenter shall provide security for the backstage and stage areas before, during and after the Performance. The Presenter shall provide security personnel or systems to protect the Artist and their property as deemed appropriate by the Artist in its discretion.

14. STAGE:

Unless otherwise agreed, the Presenter, at its sole expense, shall furnish the stage, stage lighting, sound and power for the Performance per the provisions stipulated in the Artist's Technical Rider or as stipulated in the specific contract Agreement. The Presenter shall provide all stagehands required to assist the setup for and conduct of the Performance and stage strike after the Performance.

15. DRESSING ROOMS:

The Presenter shall provide the Artist with one private dressing room per the provisions stipulated in the Artist's Technical Rider or as stipulated in the specific contract Agreement.

16. PASSES AND GUEST LIST:

The Presenter shall provide the Artist a minimum of eight (8) guest passes or guest list admittances for each contracted Performance date. In addition, the Presenter will provide access passes to all Artist Cast Members and their crew permitting full access to the venue's front-of-house, stage and backstage areas.

17. CREATIVE CONTROL:

Unless otherwise negotiated, the Artist shall have exclusive control over all creative elements of the Performance, including, without limitation, the creative elements of the following: sound check, sound and lighting systems, choice of performers (including opening acts, master of ceremonies, and welcoming speakers), stage sets, curtains, backdrops, props, song selection, manner of performance, and any music, film, or videotape played to patrons at any time during the Performance, including prior to performance and during intermissions. The Artist is guaranteed adequate time for sound check per the provisions stipulated in the Artist's Technical Rider or as stipulated in the specific contract Agreement.

18. COMPENSATION:

The Presenter agrees to pay the Artist all negotiated fees per the specifications and terms of the Agreement. All fees and compensation shall be due as directed by the Agreement. Failure to comply with the terms of the Agreement shall be considered a Breach of Contract and the Artist shall be entitled to seek any legal remedy required to obtain the agreed upon fees and compensation if the duties of the Artist have been fulfilled. Failure to comply before any performance shall also be considered a Breach of Contract and shall release the Artist from any further obligations remaining in the Agreement, including any further Performances.

19. RIGHT TO CANCEL:

The Artist and the Presenter agree that each has a right to cancel the Agreement without cause with thirty (30) days' notice. Such notice shall be in writing and must be delivered to the Presenter or Artist via certified mail or electronic mail. A certification of delivery, signature of receipt or electronic read receipt shall be considered as evidence of delivery. Further, the Artist may cancel their performance at any time due to an inability to perform because of accident, injury, illness or Act of God. Under such conditions, any monies already paid to the Artist shall be refunded to the Presenter. Additionally the Presenter may cancel the Agreement at any time prior to two (2) days in advance of any Performance for cause due to natural disaster, damage to venue preventing a Performance or other Act of God. Any monies already paid to the Artist shall be refunded to the Presenter with the exception of costs already incurred in the fulfillment of the Agreement. This includes travel, accommodation, promotion and equipment/labor costs. Cancellation within a two day timeframe by the Presenter may be accepted by the Artist but any fees or compensation shall still be payable to the Artist.

20. INDEMNIFY FOR COPYRIGHT INFRINGEMENT:

The Artist represents and warrants that they are knowledgeable about the copyright laws of the prevailing jurisdiction under which the Agreement is being contracted as applicable to the Performance. The Artist shall not perform any



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copyrighted materials of others during Performance without full compliance with such applicable copyright laws. In the event that the Artist breaches this representation, warranty and covenant, the Artist hereby agrees to INDEMNIFY AND HOLD HARMLESS the Presenter and its employees, guests and agents from and against all liability, loss, damages, claims, and expenses (including attorney's fees) arising out of such breach. Further, the Presenter represents and warrants that they are knowledgeable about the copyright laws of the prevailing jurisdiction under which the Agreement is being contracted as applicable to the Performance. In addition the Presenter acknowledges that the Artist is a "tribute" act whose product is the recreation of another artist's material and stage performance. As such, the Presenter assures the Artist that the Presenter shall be responsible for the payment of any royalties, commissions or licensing fees associated with the Performance by the Artist per the laws of the prevailing jurisdiction as well as the terms and conditions of any authorized collection agency for such royalties, commissions or fees. The Presenter hereby agrees to indemnify and hold harmless the Artist and its employees, members and agents from and against all liability, loss, damages, claims, and expenses (including attorney's fees) arising out of a failure to pay any required royalties, fees or commissions.

21. SUCCESSORS AND ASSIGNS:

All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

22. HOLD HARMLESS:

The Presenter hereby indemnifies and holds harmless the Artist, its subsidiaries, and affiliates, and their officers and employees, from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses of any kind or nature whatsoever ("Loss") which may in any way arise from the Services performed by the Artist hereunder, the work of employees or sub-contractors of the Artist while performing the Services of the Artist hereunder, or any breach or alleged breach by Artist of this Agreement, including the warranties set forth herein. The Artist shall retain control over the defense of, and any resolution or settlement relating to, such Loss. The Presenter will cooperate with the Artist and provide reasonable assistance in defending any such claim.

23. INDEMNIFICATION:

The Presenter agrees to defend, indemnify, and hold harmless the Artist, its successors and assigns, and their respective employees and agents to the fullest extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted by the Presenters agents, employees, subcontractors or agents, or any other persons for loss, damage, death, or injury to persons or property arising in any manner out of or incident by the Artist in their performance or nonperformance of this Agreement.

24. LICENSE AND PERMITS:

Where applicable, the Presenter assures the Artist that the Presenter shall have in force all required licenses, permits and insurances required for the performance of this Agreement. The Presenter agrees to provide the Artists proof of such if requested. In addition, the Presenter shall carry General Liability insurance in the minimum amount of one million dollars (\$1,000,000.00), covering all of the Artists, the Venue, and the Performance activities related to this Agreement. In the case of a special event or festival Performance, the Presenter's liability policies shall name the Artist as an additional insured. The Presenter shall provide the Artist with certificates of insurance evidencing the aforesaid coverage, prior to commencing Work pursuant to this Agreement. The amounts of insurance required to be obtained by Presenter hereunder shall not constitute a limitation on the indemnification obligations of Presenter.

25. JURISDICTION:

Except as may be preempted by federal law, this Agreement shall be governed by the laws of the State of California, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of appropriate jurisdiction in the State of California, County of Los Angeles.



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26. DISCREPANCIES:

In the event of a discrepancy between the terms of the Agreement and the Artist's Rider, the terms of the Artist's Rider shall be controlling.

27. CONFIDENTIALITY:

The Artist and the Presenter acknowledge that during the timeframe of the Agreement, they may have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Artist or Presenter necessary to perform the requirements of this Agreement. Both Parties agree that they will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this Agreement. All files, records, documents, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Artist or the Presenter shall remain the property of the respective party. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Artist or the Presenter, the other party shall immediately deliver to the owning party copies of all such files, records, documents, specifications, information, and other items in its possession or under its control.

28. ASSIGNMENT:

The Presenter shall not assign any of its rights under this Agreement, or delegate the performance of any of its duties hereunder beyond the scope of this Agreement without the prior written consent of the Artist.

29. NOTICES:

Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested or delivered via email. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail or email, such notice shall be conclusively deemed delivered upon receipt of a certified delivery notice or email delivery receipt. All notices, communications or demands shall be addressed as follows:

If to the Artist
Raise Your Glass Productions
Att: Tony TerBorg
845 East Whitecap Avenue
Orange, CA 92865

If to the Presenter:

Either party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

30. MODIFICATION OR AMENDMENT:

No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

31. ENTIRE UNDERSTANDING:

This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

32. UNENFORCEABILITY OF PROVISIONS:

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.



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RAISE YOUR GLASS PERFORMANCE AGREEMENT SIGNATORY PAGE

By signing this Agreement both parties affirm a binding contractual obligation to meet the Term and Conditions of this Agreement.

Date: _____

For Raise Your Glass:

For the Presenter:

Signature

Signature

Print Name and Title

Print Name and Title