

UPON BOOKING AND  
APPROVAL ARTTIST  
AND BOOKER  
WILL RECEIVE A COPY  
OF THIS SIMILAR  
AGREMMMENT  
THROUGH DOCU SIGN  
FOR SIGNATURES.

LIVE PERFORMANCE AGREEMENT

Made by and between

**John and Jane Doe**

with address at 4445 John Doe Street, Edina, MN 55424, United States,  
(Hereinafter referred to as “the Booker.”)

And

Reminiscence and Memories United Creative Artists (RAMUCA)

(Hereinafter referred to as “The Ramuca”)

Representing  
Mary Ann Cello

(Hereinafter referred to as “Artist”)

And

All band members and production personnel  
(Hereinafter referred to as “Artist’s Group Members”)

The parties hereto, agree to be bound, and agree as follows:

1. The Booker hereby retains the Artist to perform wedding entertainment performance as verbally agreed to by BOOKER and ARTIST (hereinafter referred to as “Performance” as follows:

- A. Date of Performance: 12/12/2022
- B. Artist’s Performance Time: 3:30
- C. Event Starting Time: 3:45
- D. Duration of Performance: 15 Minutes
- E. Type of Performance: Wedding music.
- E. Place: LIVE STREAMING FROM ANY LOCATION
- F. Fee: \$50.00
- H. Artist’s Billing: Mary Ann Cello

2. All payments, for the performance to Artis, shall be made to THE RAMUCA via method of payment selected by BOOKER upon registration for the performance. The Artist shall only be entitled to 50% of the payment made by BOOKER for the performance, and the balance \$50 is retained by THE RAMUCA for the administration, cost of production and delivery of the performance identified above. THE RAMUCA requires that the name, address, and social security number or federal tax ID number of the ARTIST be submitted for payment. This information shall be submitted prior to the in advance of the PERFORMANCE to guarantee timely payment to Artist.

3. The Artist shall provide the RAMUCA all the Artist's rider requirements twenty-one (21) days prior to the Date of Performance. Artist's rider will not be accepted if received after this date. In the event of any discrepancy between the Artist's rider and this Agreement, this Agreement shall govern.

4. The Artist must make his/her whereabouts known to the RAMUCA 60 minutes prior to the scheduled performance time and must be at the performance LIVE STREAMING SITE at least 30 minutes prior to the scheduled start of the performance. ARTISTS ARE EXPECTED TO BEGIN ON TIME.

5. The Artist shall be permitted to use only the performance background, location and STREAMING areas identified in this Agreement (hereinafter "the STREAMING"). The STREAMING is to be used solely for the purpose of the performance and is provided in "as is" condition. The Artist shall not use the STREAMING or permit the STREAMING to be used by any of its members, officers, directors, agents, employees, licensees, or invitees, for any unlawful or immoral purpose or in any manner likely to embarrass or injure the BOOKER and the Guest of the BOKER in, on, or near the STREAMING. The Artist shall not make any alterations, additions, or other changes to the STREAMING or any property or image of the RAMUCA.

6. Pyrotechnic or pyrotechnic devices of any kind are prohibited by the RAMUCA. Use of any such devices during the performance shall be deemed a material breach of this Agreement and is grounds for nonpayment pursuant to this Agreement.

7. The RAMUCA reserves the right to refuse access to the STREAMING to any officer, agent, employee licensee or guest of the Artist, upon reasonable nondiscriminatory grounds.

8. For safety reason, The RAMUCA BOOKERR and guests are not permitted to emulate the Artists unless specifically called for by Artist as part of the PERFORMANCE. Artist agrees to actively discourage any such behavior, including but not limited to mosh pits, stage diving, and slam dancing and, if necessary, Artist shall request that the audience comply with such behavior, or suspend performance until compliance occurs.

9. Alcohol use by Artist is not permitted in any RAMUCA STREAMING. Smoking by Artis is prohibited in all RAMUCA STREAMING. If an Artist arrives at the PERFORMANCVE noticeably under the influence of intoxicating beverages, narcotics, or drugs, the RAMUCA may cancel the Agreement at its sole discretion and with no liability whatsoever.

10. The RAMUCA shall not be liable for the payment of taxes, late charges, or penalties of any nature relating to the Services or any revenue received by, or payments made to, the Artist in respect to the Services, or the Merchandise. The Artist shall pay and/or collect and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all

governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed.

11. Notwithstanding the availability and policy limits of any insurance the Artist, shall defend, indemnify and hold harmless the RAMUCA and its trustees, officers, agents, representatives and employees ("The RAMUCA's Indemnified Parties") against any claims made or legal actions brought against any The RAMUCA's Indemnified Party(ies) by any person or entity as a result of injuries, damages, expenses and losses actually or allegedly incurred by such a person or entity ("Liabilities") arising out of or relating to the Artist's performance or failure to perform pursuant to this Agreement, except where the Liabilities are the result of the Indemnified Party's own direct and sole negligence. Artist's obligation shall include the cost of the RAMUCA's Indemnified Party(ies)' defense against such claims or actions. This obligation shall survive the termination, completion or expiration of this Agreement.

12. The RAMUCA shall defend, indemnify and hold harmless the Artist its representatives, agents or employees ("Artist's Indemnified Parties") against any claims made or legal actions brought against any Indemnified Party(ies) by any person or entity as a result of injuries, damages, expenses and losses actually or allegedly incurred by such a person or entity ("Liabilities") arising out of or relating to the RAMUCA's performance or failure to perform pursuant to this Agreement, except where the Liabilities are the result of the Artist's Indemnified Party's own direct and sole negligence. The RAMUCA's obligation shall include the cost of the Artist's Indemnified Party(ies)' defense against such claims or actions. This obligation shall survive the termination, completion or expiration of this Agreement.

13. In the event of a breach of the terms and conditions of this Agreement, the non-breaching party may, at its option, upon written notice to the breaching party, terminate this Agreement. In the event of a termination by the RAMUCA, the Artist agrees to pay all documented out-of-pocket expenses incurred by the RAMUCA. Payment must be received by the RAMUCA no later than thirty (30) days after the Artist receives the appropriate documentation of expenses.

14. The RAMUCA reserves the right to allow photographers and reporters from legitimate news organizations a limited time to photograph the artist. The RAMUCA reserves the right to shoot still photographs of the artist for archival purposes and reserves the right to use surveillance video for security purposes. In addition, Artists agrees to allow The RAMUCA to video, record the entire performance, and deliver a copy or several copies to the BOOKER. the Performance. Recorded video or audio of the performance shall be the property of the BOOKER. Notwithstanding, Should the BOOKER use the recorded performance or portions of the recoded performance for commercial profitable events, licensing or ventures, Artist shall be entitled to a royalty compensation equivalent to 25% of all monetary proceeds from such use of the Artist recoded performance. The RAMUCA shall also be entitled to compensation equivalent to 25% of all monetary proceeds from such use of the Artist recoded performance and the BOOKER shall retain 50% of such proceeds.

15. Interpreter Requirements:

16. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective permitted successors and assigns. Neither party may assign, subcontract, transfer or delegate, in whole or in part, its rights or obligations under this Agreement except with the prior written approval of the other. Any changes to this Agreement shall be in writing, signed by both parties.

17. This Agreement shall not confer any rights or remedies upon any person or entity other than the parties hereto and their respective permitted successors and assigns and shall not be construed to create any partnership or joint venture between the parties.

18. The rights and obligations of the parties hereunder shall be governed by and determined according to the laws of the State of MINNESOTA. Any controversy, claim or dispute arising out of or relating to this Agreement or the breach thereof, shall be adjudicated in the courts of Hennepin County, Minnesota, to which the parties' consent to personal jurisdiction.

19. If either party is unable to perform any of its obligations under this Agreement due to events beyond its reasonable control, The RAMUCA shall have the right to reschedule the performance at a time mutually agreed upon with the Artist or cancel the performance and make a full refund to BOOKER. The Artist will not be compensated for any expenses incurred for the original date of performance. Events beyond a party's reasonable control shall include, but are not limited to: (1) acts of God, (2) any order, rule or regulation of any court or government agency, (3) government restrictions, (4) wars, insurrections, terrorism, or civil disorder in or around the performance venue, (5) strikes, lockouts, or other forms of labor difficulties, and/or (6) any other cause beyond the reasonable control of the party whose performance is affected ("Force Majeure Event"). If a Force Majeure Event occurs pursuant to this paragraph, the parties' respective obligations will be excused fully, without any additional obligations, and each party shall bear its own costs incurred in connection with this Agreement. If the performance is cancelled pursuant to a Force Majeure event, then the parties will use reasonable efforts to reschedule the performance at a mutually acceptable time for LIVE STREAMING.

20. The invalidity or unenforceability of any particular provision, or part of any provision, of the Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.

21. If the requirements for a Certificate of Insurance are attached, the Artist must provide the described coverages. In addition, the Artist must name "Rochester Institute of Technology" as the Certificate Holder and as Additionally Insured on all required certificates.

IN WITNESS WHEREOF, the parties have executed this Agreement, by their respective officers hereunto duly authorized, the day and year written above.

AGREED TO AND ACCEPTED:

FOR ROCHESTER INSTITUTE OF TECHNOLOGY

By \_\_\_\_\_ (Signature)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Date)

ARTIST OR DULY AUTHORIZED ARTIST REPRESENTATIVE

By \_\_\_\_\_ (Signature)  
\_\_\_\_\_  
(All checks will be payable to this person unless the "Doing Business As" space below is completed)  
\_\_\_\_\_  
\_\_\_\_\_ (Date)  
\_\_\_\_\_ (Artist/Agency federal tax id or social security number)

ARTIST/AGENCY CORPORATE NAME (Doing Business As)

\_\_\_\_\_  
\_\_\_\_\_ (Artist/Agency city, state, zip)

