

NINE MILE TOURING

This **Booking Agreement** (the "Agreement") is made on August 15, 2017, by and between Nine Mile Records & Touring, PO Box 40968, Austin, TX, 78704, US (hereinafter "Artist"), and World Cafe Live, 3025 Walnut Street, Philadelphia, PA, 19104 (hereinafter "Purchaser") (individually referred to as a "Party" or collectively referred to as the "Parties").

It is understood and mutually agreed that the Purchaser engages the Artist to provide the entertainment generally described as the "Performance" listed herein. The Artist hereby agrees to provide the Purchaser with the "Performance" subject to all of the Terms and Conditions herein set forth.

1. Deal Terms and Payment Schedule

The Purchaser hereby agrees to pay Artist **70% of NBOR** for the Performance(s). Payment for the Performance(s) are to be paid by PayPal, Credit Card, ACH Bank Transfer, Wire Transfer or Company Check, on the following payment schedule. Additional transaction fees may apply.

after \$100.00 for support

Balance due on site Backend

2. Events, Performances, and Appearances

Artists	Juanita Stein
Date	Wednesday, December 13, 2017
Venue	World Cafe Live 3025 Walnut Street, Philadelphia, PA, 19104
Event	Club
Performance	Full Band (60 minutes)
Travel	Purchaser does not purchase travel.
Accommodation	Purchaser does not purchase accommodation.
Ground	Purchaser does not purchase local transportation.
Billables	
Meals	Provided on the day of performance or buyout (see Hospitality Rider) <i>per advance</i>
Restrictions	
Schedule	<i>to be advanced w/ production production@worldcafelive.com</i>

3. Additional Terms

N/A

4. Ticket Scaling

\$8 adv / \$10 dos

5. Approved Production Expenses

The following expenses are approved by the agency. Additional expenses require written approval.

Fixed Expenses	\$ 0.00
Estimated Variable Expenses	\$ 0.00
Buyer Commission	
Estimated Split Point	\$ 0.00

6. Security and Presentation

PURCHASER agrees to provide at its sole cost and expense all that is necessary for the proper presentation and execution of the performance(s) set forth in this performance contract, including, but not limited to:

- A. the agreed upon venue in good order, clean and well lighted, with all necessary licenses & permits as required by local, state and/or federal laws;
- B. a sound system in perfect working order, with all necessary equipment for agreed upon performance;
- C. all personnel necessary, including sound engineer(s), lighting tech(s) and venue staff or proper production as agreed upon in this contract.
- D. a Stage or Performance space of adequate size that is safe, clean and dry.

The Purchaser shall guarantee proper security at all times to ensure the safety of the Artist, auxiliary personnel, instruments and all equipment, costumes and personal property during and after the performance. Particular security must be provided in the areas of the stage, dressing rooms and all exits and entrances to the auditorium and the remote mixing console. Security protection to commence upon the arrival of the Artist on the premises.

7. Recording, Reproduction or Transmission of Performance

Purchaser shall not itself nor shall it permit others to record, broadcast, televise, photograph or otherwise reproduce the Performance without prior written consent of the Artist.

8. Controlling Authority

Artist shall have the sole and exclusive control over the production and presentation of the Performance, including but not limited to the details, means, and methods of the performing personnel, and Artist shall have the sole right or may see fit to designate and change at any time the performing personnel.

9. Intellectual Property

The Parties acknowledge that the Artist shall perform its obligations under the terms of this Agreement as an independent contractor and not as an employee of Purchaser. As such, all intellectual property rights, including copyrights, arising out of or deriving from the Performance shall be owned exclusively by the Artist.

10. Merchandising

80/20 soft, 100/0 hard; Artist sells
Artist shall have the exclusive right to sell souvenir programs, 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 or other merchandise on the premises of the Place of Performance during the Date of the Performance, ~~without any participation in proceeds by Purchaser~~, subject however to concessionaire's requirements if any. Purchaser agrees to provide a clean, well lit, safe and highly visible area suitable for merchandise sales; not immediately adjacent to the stage.

11. Right to Likeness

Purchaser shall be entitled to advertise and promote the appearance of Artist at the Performance solely for the purpose of increasing the attendance at Performance. Purchaser, however, may not use Artist's name or likeness as an endorsement of any product or service nor in connection with any commercial tie-up without Artist's prior written consent.

12. Term and Termination

- a. **Term.** This agreement shall stay in effect through and including the final engagement date as noted above.
- b. **Termination.** In the event Purchaser refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, Artist shall have the right to refuse to perform this Agreement, shall retain any amounts paid to Artist by Purchaser, and Purchaser shall remain liable to Artist for the agreed Payment under this Agreement. In addition, if, on or before Date of Performance, Purchaser has failed, neglected, or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of Purchaser fails or refuses to make such payment forthwith, Artist shall have the right to cancel this Agreement by notice to Purchaser to that effect, and to retain any amounts theretofore paid to Artist by Purchaser and Purchaser shall remain liable to Artist for the agreed Payment under this Agreement.

13. Force Majeure

A "Force Majeure" is defined as one or more of the following causes which renders Performance(s) impossible, impractical or unsafe: death, illness of, or injury to ARTIST or a member of ARTIST's immediate family, any of ARTIST's musicians, or any of ARTIST's key personnel; theft, loss, or destruction of instruments or equipment owned or leased by ARTIST; acts of terrorism; riots or other civil disorder in, or around area of Performance(s); any act, order, rule, or regulation of any court barring or inhibiting Performance; failure of technical facilities; act of God not within ARTIST's reasonable control, such as weather or natural disaster.

a. If a Force Majeure Event occurs, the parties respective obligations hereunder will be excused fully, without any additional obligation.

b. Notwithstanding anything contrary stated herein, in the event a performance is scheduled at an outdoor venue, Artist's performance shall proceed regardless of inclement weather conditions and Artist shall be paid the full guarantee should Purchaser elect to cancel performance provided Artist is ready, willing, and able to perform. In the event the weather conditions become severe enough to create any threat to public safety and/or individuals present at the performance, based on the determination of local public authorities, then such conditions shall be deemed a Force Majeure event.

14. Indemnification

Mutual indemnification
Purchaser hereby indemnifies and holds Artist, as well as Artist's respective agents, representatives, principals, employees, officers, and directors harmless from and against any loss, damage or expense, including 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 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 Performance, which claim does not result from the active and willful negligence of the Artist.

15. Governing Law

This Agreement shall be governed by and subject to the laws of the State of ^{PA}Tennessee, without giving effect to any choice or conflict of law provision.

16. Assignment/Transfer

Neither Artist nor Purchaser may assign or transfer this Agreement or any other rights or obligations hereunder without the mutual written consent of both the Artist and Purchaser and such assignment contains the complete understanding of the Parties respecting the subject matter hereof. It is expressly understood and agreed that the Parties make no representations or agreements, oral or otherwise, outside the terms of this Agreement which add to, broader, vary, or conflict with the provisions hereof. Any purported outside representations or agreements have no force or effect upon the rights or duties of the Parties hereunder. No term, provision, or condition of this agreement may be altered, amended, or added except upon the execution of a written agreement by the Parties hereto. Any notices provided for herein shall be in writing and shall be personally served or mailed to each Party at the addresses provided.

17. Amendment to Agreement

This Agreement contains the sole and complete understanding of the Parties and may not be amended, supplemented, varied or discharged, except by an instrument in writing signed by both Parties.

18. Entire Agreement

This Agreement contains the entire agreement between the Parties and supersedes any and all previous agreements, written or oral, between the parties relating to Performance. THE PERSON(S) EXECUTING THIS AGREEMENT ON BEHALF OF EACH PARTY WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT IN FULL.

19. Settlement

In the event that payment to ARTIST will be based in whole or in part on the receipts of the Performance(s), PURCHASER will provide a detailed account of each performance with a detailed statement of tickets sold, gross receipts, and amount due artist.

20. Cancellations

PURCHASER agrees that ARTIST may cancel performance(s) hereunder, in Artist's sole discretion, by providing at least thirty (30) days notice to PURCHASER prior to the Performance(s) date(s). In such event, Artist will return any amounts previously paid by PURCHASER pursuant to this Agreement, ~~and shall have no further obligations.~~

21. On Site Representative

A representative of the PURCHASER capable of making decisions pertaining to this engagement must be present at the place of performance from the time of the ARTIST's load-in through the time of their departure.

ACCEPTED AND AGREED TO:

World Cafe Live

Nine Mile Records & Touring



Hannah Sclar
World Cafe Live

8/16/17

Juanita Stein

CATERING REQUIREMENTS 2017

Contact:

Anna Howard

Anna@TheSoundrange.com

619-708-8605

Food and Drinks

1. Meal Buyouts or Meals to be provided for FOUR people
2. 24 x Bottles Water
3. 12 x Lager
4. 1 x Red Wine Malbec / Rioja
5. 6 x Sparkling Water
6. 1 x Carton of Apple juice
7. Assorted Soft Drinks
8. Assorted Fresh Fruit
9. Nuts
10. Hummus
11. Bread
12. Chocolates