

Fill in this information to identify the case:

DebtorAvant Gardner, LLC

United States Bankruptcy Court for the: District of Delaware  
(State)

Case number25-11443

Modified Official Form 410  
Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

CHARLES D MUSIC LLC

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. Has this claim been acquired from someone else?

☒ No

☐ Yes. From whom?

3. Where should notices and payments to the creditor be sent?

Where should notices to the creditor be sent?

CHARLES D MUSIC LLC  
Calogero LoBrutto  
1029 N Hayworth Ave Apt 6  
Los Angeles, CA 90046

Contact phone9144892422

Contact emaillauren@cassleentertainment.com

Uniform claim identifier (if you use one):

Where should payments to the creditor be sent? (if different)

Contact phone

Contact email

4. Does this claim amend one already filed?

☒ No

☐ Yes. Claim number on court claims registry (if known)

Filed onMM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No

☐ Yes. Who made the earlier filing?



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

<b>6. Do you have any number you use to identify the debtor?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:   __ __ __ __
<b>7. How much is the claim?</b> \$ <u>1750</u>	<b>Does this amount include interest or other charges?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
<b>8. What is the basis of the claim?</b>	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.</p> <p><u>Performance Contract for show fee</u></p>
<b>9. Is all or part of the claim secured?</b>	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. The claim is secured by a lien on property. <b>Nature or property:</b> <div><input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____</div> <b>Basis for perfection:</b> _____ <small>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</small>  <b>Value of property:</b> \$ _____ <b>Amount of the claim that is secured:</b> \$ _____ <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)  <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____  <b>Annual Interest Rate</b> (when case was filed) _____ % <div><input type="checkbox"/> Fixed <input type="checkbox"/> Variable</div></div>
<b>10. Is this claim based on a lease?</b>	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b>   \$ _____</div>
<b>11. Is this claim subject to a right of setoff?</b>	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. Identify the property: _____</div>



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ \_\_\_\_\_

☐ Up to \$3,800\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$17,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/05/2025  
MM / DD / YYYY

/s/Calogero LoBrutto  
Signature

Print the name of the person who is completing and signing this claim:

Name Calogero LoBrutto  
First name Middle name Last name

Title Owner

Company CHARLES D MUSIC, LLC  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 523-2951 | International (781) 575-2140

<b>Debtor:</b> 25-11443 - Avant Gardner, LLC <b>District:</b> District of Delaware		
<b>Creditor:</b> CHARLES D MUSIC LLC Calogero LoBrutto 1029 N Hayworth Ave Apt 6  Los Angeles, CA, 90046 <b>Phone:</b> 9144892422 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> lauren@cassleentertainment.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Authorized agent	
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Performance Contract for show fee	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 1750	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Calogero LoBrutto on 05-Sep-2025 11:06:46 a.m. Pacific Time <b>Title:</b> Owner <b>Company:</b> CHARLES D MUSIC, LLC		



This **Booking Agreement** (the "Agreement") is made on May 21, 2025, by and between CHARLES D MUSIC LLC F/S/O CHARLES D, 2827 49th St, Astoria, NY 11103 US (hereinafter "ARTIST"), and Avant Gardner LLC, 100 Bogart St 4th floor, Brooklyn, NY, 11206, United States (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 **Flat Guarantee of \$ 3,500.00** for the Performance(s).

Payment for International Performance(s) are to be made by Wire Transfer ONLY; Domestic USA shows by wire only - on the following payment schedule. Additional transaction fees may apply.

REMINDER: WIRE/ACH FEES (ON BOTH SIDES) ARE THE EXCLUSIVE RESPONSIBILITIES OF THE PURCHASER – ON TOP OF THE FEES DUE - UNLESS OTHERWISE SPECIFICALLY AGREED.

50% Deposit due to CS3 Agency immediately upon confirmation (no later than 7 days hereafter) and prior to announcement or going on sale, via wire only.	<del>due by 5/28/25</del>	\$ 1,750.00
Balance due to CS3 Agency the Monday prior to performance date, via wire only.	due 8/25/25	\$ 1,750.00

## 2. Events, Performances, and Appearances

Deposit prior to announce, 50% Balance to be paid prior to show (2 business days) with the submission of a valid invoice, fully executed contract, correctly filled out W9, W8- BEN, or W8-BEN-E tax form. Payments are only made via ACH transfer, check, or confirmed wire transfer. No payments will be made without a valid invoice and tax form. No cash or Paypal payments. Please be sure to have all invoices and completed tax forms sent to us 24-48 hours prior in order to be processed on time. Contracts are not an acceptable form of invoice. Please make sure to send a separate invoice as well.

Artists	CHARLES D
Date	Friday, August 29, 2025
Venue	The Great Hall - Avant Gardner 140 Stewart Ave, Brooklyn, NY, 11237, United States
Event	ADAM BEYER PRESENTS DRUMCODE
Performance	DJ Set
Duration	90 MINS
Billing	A-Z Billing
Ages	21+
Airfare	ARTIST cost.
Accommodation	ARTIST cost.
Ground	ARTIST cost.
Meals	PURCHASER shall provide and pay for hospitality & catering as per the ARTIST rider, all as required by ARTIST.
Restrictions	No other performances in New York, NY in the month of August 2025 and nothing announced after in New York, NY until the show plays out. No other pre or post show exclusivity whatsoever.

Production	PURCHASER shall provide and pay for house sound & lights. PURCHASER shall provide and pay for equipment and backline per rider, all per ARTIST specifications. PURCHASER shall provide and pay for LED and SFX w/ mutually agreed upon allocations, per ARTIST rider.		
Visas	ARTIST cost.	ANY NON-IN HOUSE SOUND AND LIGHTS IS SUBJECT TO DEDUCTION FROM ARTIST GUARANTEE. Any and all rider, production, and backline requirements over & above the allocated budget are subject to deduction from artist guarantee. Buyer assumes no responsibility or obligation to fulfill any part thereof at its expense over and above that which may be part of 'in-house' production or covered by allocated budget.	
Reimbursements (if any)	N/A		
Announcement	SUBJECT TO RECEIPT OF DEPOSIT AND APPROVAL OF ARTWORK		
On Sale	SUBJECT TO RECEIPT OF DEPOSIT AND APPROVAL OF ARTWORK		
Schedule	Doors 9:00 PM <b>CHARLES D 9:00 PM - 10:30 PM</b> Kasia b2b Konstantin Sibold 10:30 PM - 12:00 AM Bart Skills b2b Victor Ruiz 12:00 AM - 1:30 AM Adam Beyer 1:30 AM - 3:30 AM HNTR 3:30 AM - 5:00 AM Curfew 5:00 AM		

### 3. Ticket Scaling

Tier	Total	Comps/Kills	Price	Total
TICKET PRICES TBC	3100	0	\$ 0.00	\$ 0.00
<b>Total</b>	<b>3100</b>	<b>0</b>		

### 4. Additional Terms

ARTIST to be paid in full in the event of cancellation due to weather.

The fee is to remain completely confidential.

PURCHASER to advance the show with ARTIST's team: lauren@cassleentertainment.com

It is hereby agreed and understood that ARTIST may be filming and recording the performances for potential future use and exploitation; there is to be no origination fees, usage fees, or royalties due PURCHASER for said potential exploitations. ARTIST-approved professional photographers are the only professional photographers that will be allowed to shoot during ARTIST performance, unless otherwise approved in writing by ARTIST or agency representative. PURCHASER is responsible at its sole cost and expense for securing and/or maintaining, or ensuring that the venue secures and/or maintains, a proper liquor license in connection with the venue for this Engagement. Failure to comply this provision shall be deemed a material breach of this Agreement.

It is hereby agreed and understood that for all shows, non-press, photographers must submit to management, all pictures of CHARLES D, prior to use.

When headlining, CHARLES D must be audibly louder, while maintaining good sound quality, than the other artists performing.

There can be no announcement or on sale until PURCHASER has received written approval from Lauren Cassle (LCassle@cs3agency.com) at CS3 AGENCY.

ARTIST to receive Billing as approved in writing by Lauren Cassle (LCassle@cs3agency.com) at CS3 AGENCY.

All artwork is to use official ARTIST logo(s) and photo(s) and subject to approval in writing by Lauren Cassle (LCassle@cs3agency.com) at CS3 AGENCY. PURCHASER is to only use ARTIST approved artwork (provided in writing by the office of Conor Sheldon) and is to include the ARTIST's websites and facebook/myspace. Failure to use approved artwork or failure to include ARTIST-approved logo, photo, and or website in all on-line and off-line advertising will result in an additional \$1,000 USD in liquidated damages to be paid to ARTIST in each instance. No radio station presents/co-promotes without prior written permission from Lauren Cassle (LCassle@cs3agency.com).

All marketing plans are to be submitted and approved by Lauren Cassle (LCassle@cs3agency.com), prior to on-sale. No radio presents without written approval from and Lauren Cassle (LCassle@cs3agency.com) at CS3 AGENCY.

Meet & Greet and interviews are subject to approval by Lauren Cassle (LCassle@cs3agency.com) at CS3 AGENCY.

Any changes to the show schedule are to be approved in writing by Lauren Cassle (LCassle@cs3agency.com) at CS3 AGENCY.

There can be no sponsorship whatsoever on or around stage, including on speaker scrims and covers, and nothing shall suggest or imply an endorsement by PRODUCER/ARTIST. PURCHASER agrees that this agreement is NOT contingent on PURCHASER obtaining corporate or any other type of sponsorship whatsoever.

No sponsors allowed on ticket faces unless approved in writing by Lauren Cassle (LCassle@cs3agency.com) at CS3 AGENCY. ~~All ticket faces to list net ticket price with any additional fees listed separately and must include: "No Cameras or Audio Recording Devices Allowed".~~

Promotional and promoter/venue complimentary tickets (distributed evenly over all price categories) will only be allocated with the prior, written approval of ARTIST or ARTIST's representative. All requests for complimentary tickets shall be in writing and directed to Lauren Cassle (LCassle@cs3agency.com).

ARTIST is never to be lead on social marketing for any shows. This should be done by the venue or promoter's marketing team and management will assist.

PURCHASER shall not itself, nor shall it authorize or allow others (including the venue) to sell so-called "VIP" ticket packages or any other ticket packages in connection with the Engagement, without Producer's prior, written consent and approval. Should Producer consent and approve of any such ticket packaging in connection with the Engagement, Producer shall have approval over the terms of such packaging and sales, and shall share in the revenue derived thereof, in an amount to be mutually agreed by all parties.

It is understood and agreed there will be no charge-backs to PRODUCER under any circumstances.

The show production schedule (including without limitation, load-in, load-out, sound check and all other production call times) shall be subject to PRODUCER's prior written approval and shall be advanced with ARTIST management or its authorized representative not later than one week prior to performance. PURCHASER's failure to comply with this paragraph shall be deemed a material breach of contract and PRODUCER and ARTIST shall have the right to not perform the engagement and shall be entitled to receive the full agreed compensation.

~~PURCHASER agrees to make available to the ARTIST's agency a full and detailed database of all ticket purchasers details (names, addresses, etc) as secured via the ticketing process; and to ensure that the appropriate language has been placed on the actual tickets prior to on sale to ensure the information may both be forwarded to and used by the Artist within seven working days of the completion of the shows.~~

PURCHASER agrees to provide CS3 AGENCY or an authorized Artists representative final attendance and final ticket prices day of the show within 48 hours after the performance.

There shall be absolutely NO audio and/or video recording, live broadcasts, webcasts, photography, and/or any other recording, broadcast and/or exploitation of PRODUCER/ARTIST or PRODUCER/ARTIST'S performance without written approval from Lauren Cassle (LCassle@cs3agency.com) at CS3 AGENCY.

The Venue reserves the right to record the Performance for archival purposes and reserves the right to use surveillance video for security purposes. Notwithstanding, the Venue shall not release such recordings for public consumption without the express written consent of Artist. Unless otherwise stipulated to in writing between the parties, attendees shall be permitted to record Performance on consumer devices.

PURCHASER shall provide ARTIST with one completely dedicated, secluded and secure dressing rooms. Nobody will have access to this dressing room without written consent from ARTIST management.

PURCHASER agrees to provide dedicated security to ARTIST while entering and exiting venue.

ARTIST approved professional photographers are the only professional photographers that will be allowed to shoot during ARTIST performance.

ARTIST to receive a mutually agreeable favored nations merchandise rate of proceeds from all merchandise sales. PURCHASER to pay and provide for sellers and stands for the sale of merchandise. There shall be no use of ARTIST's name, likeness, logo or otherwise on any merchandise without prior written approval from management.

20% of NET of all Merchandise sales shall be retained by venue. NET is defined as Face Value sale prices less any applicable sales tax due to state or city. Purchaser shall provide reasonable staffing for Merchandise sales.

PURCHASER agrees that the pit will be scaled GA standing. PURCHASER agrees that there will be no VIP section/seating (or alike) in the area immediately in front of the stage.

There are to be no stage announcements whatsoever.

There are to be no lighting restrictions whatsoever.

There are to be no db limits or other sound restrictions whatsoever.

~~ARTIST shall require fast track at airport if needed per tour manager (clogged airport lines/tight travel time)~~

~~ARTIST requires a police escort & security when needed per Tour Manager for safety, quick entry and exit at airport and/or festival~~

ARTIST to receive ten (10) AAA passes (separate from ARTIST crew list) and twenty (20) VIP passes for this engagement. Credentials go to Tour Manager to distribute. All complimentary tickets requests to be submitted and approved by Lauren Cassle (LCassle@cs3agency.com) at CS3 AGENCY.

If, through no fault of ARTIST, ARTIST's set time is delayed for more than thirty (30) minutes, for any reason whatsoever, ARTIST has the right to not perform, shall retain all monies previously paid by PURCHASER and PURCHASER shall remain liable to PRODUCER for payment of the full balance of the guarantee, with no further obligation of PRODUCER or ARTIST whatsoever. Further, if ARTIST, in its sole judgment, determines that its set time may be delayed because the set time(s) of any or all of the other performers at the engagement is/are running over the allotted times, ARTIST has the right to demand that PURCHASER shorten any other performers' set times. If PURCHASER fails to do so, ARTIST shall have the right not to perform, shall retain all monies previously paid by PURCHASER and PURCHASER shall remain liable to PRODUCER for payment of the full balance of the guarantee, with no further obligation of PRODUCER or ARTIST whatsoever. In the event that PURCHASER shortens other performers' set times but ARTIST's set time is still delayed thirty (30) minutes or more, ARTIST will have the right, in its sole discretion, to choose not to perform, shall retain all monies previously paid by PURCHASER and PURCHASER shall remain liable to PRODUCER for payment of the full balance of the guarantee, with no further obligation of PRODUCER or ARTIST whatsoever.

PURCHASER acknowledges and agrees that PURCHASER's breach of any of the foregoing provisions shall excuse PRODUCER/ARTIST from any further obligation and/or liability in connection with this engagement and PURCHASER shall immediately pay PRODUCER/ARTIST the full guarantee.

The show advance is to begin four (4) weeks prior to the engagement and MUST conclude ABSOLUTELY NO LATER THAN ten (10) days prior to the engagement. For the avoidance of doubt, conclusion of show advance means successfully having provided ARTIST management; Aaron@aaronsonreality.com with the following: A. All hotel confirmation numbers. B. All ground transportation information, contact information & pickup instructions. C All production advance details & reconfirmation of all requirements per advance D. Reconfirmation of all show times. E. Reconfirmation of all visa & work permit procurement & instructions as applicable to the engagement. Failure to facilitate a timely advance shall constitute a material breach of contract resulting in ARTIST's ability to cancel this engagement, be paid in full & have no further obligations in connection herewith.

Any language that may have been contained in your offer, which is not included in this agreement, shall not be considered part of the contract.

## **5. COVID Clause**

PURCHASER is responsible at its sole cost and expense for securing and/or maintaining a venue which is in complete compliance with all local, state/provincial and federal regulations pertaining to public health & the Covid 19 pandemic. A full compliance plan is required and must be advanced to the ARTIST team no later than 14 days prior to show date. Failure to comply with this provision shall be deemed a material breach of this Agreement.

NOTWITHSTANDING anything to the contrary in the remaining terms of this agreement, the following shall be adhered to for this show mindful of the current pandemic:

- a. PURCHASER shall be responsible for any/all Covid testing costs (to enter into, to perform in, and depart from country of this engagement to the next stop on their tour or home), required for ARTIST & travel party. In the event of multiple shows batched together in the territory of performance over which these costs should be split, PURCHASER shall reimburse for documented testing costs on a pro-rata basis, reimbursed to ARTIST upon presentation of invoice.
- b. Should the performance be canceled or forced to downsize or reschedule due to government ordered Covid 19 restrictions, related Force Majeure, or related travel ban (including one that affects ARTIST's departure from country of origin, entry into country of performance, and return to country of origin / next planned country in transit from the performance country) prior to ARTIST's departure, ARTIST shall be reimbursed for any out of pocket expenses accrued in connection herewith (including airfare and other related, reasonable & documented costs).



- c. Once the ARTIST has departed the city of origin in connection with this engagement, ARTIST is to be paid in full in the event of cancellation, postponement or forced capacity downsizing due to Covid 19 or related Force Majeure event. In addition, they shall be entitled to corresponding hotel & ground costs per the deal if they are in the city of the engagement.
- d. While traveling in connection with this engagement, in the event that travelers from ARTIST's country of origin and/or domicile are prohibited from entry into performance country, or prohibited from subsequent re-entry home or next country in transit thereafter (regardless of whether or not it is due to their presence in the country of performance), PURCHASER agrees to provide and pay for mutually agreed upon lodging for ARTIST until such restrictions are lifted and/or contribute to change costs in in connection with sorting a suitable alternate manner of returning home or to their next destination, all as mutually agreed.

## **6. Security**

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. 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.

## **8. 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.

## **9. 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.

## **10. 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.

## **11. 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.

## **12. 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.~~

## A. COMPENSATION

(1) 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 PRODUCER, or PRODUCER's agent, 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.

(2) In the event the payment to PRODUCER shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance ~~within two (2) hours~~ following such performance. PRODUCER 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.

(3) In the event that the payment of PRODUCER'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, canceled check or similar documents all such expenses, or they shall not be included as an expense of the Engagement.

(4) In the event the payment to PRODUCER 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 PRODUCER in cash.

## B. TICKETS

(1) PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from PRODUCER.

(2) 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 PRODUCER'S PRIOR APPROVAL.

(3) If ticket price scaling shall be varied in any respect, the percentage of compensation payable to PRODUCER shall be based upon whichever of the following is more favorable to PRODUCER: (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.

(4) The PRODUCER's 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. PRODUCER's representative will upon request be admitted to the box office at all times during the sale of tickets for the Engagement hereunder.

(5) There shall be no dynamic ticket pricing unless mutually agreed upon by PRODUCER and PURCHASER in writing. In the event the parties agree to participate in dynamic ticket pricing all terms thereof shall be subject to mutual written approval including, without limitation, all ticket prices and adjustments thereto, scaling, gross box office potential and additional ticketing charges (if any). All elements thereof, including, without limitation, all ticket pricing/scaling/adjustments, ticketing charges (if any) and final gross revenue must be transparent and presented at settlement in writing to PRODUCER to evidence compliance with the foregoing.

(6) 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 PRODUCER.

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

## C. FACILITIES

(1) 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, and all necessary first class sound equipment in perfect working condition including amplifiers, microphones in number and quality required by PRODUCER, 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), adequate security, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all

other necessary expenses in connection therewith.

(2) 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 PRODUCER and PURCHASER in writing. Exact requirements to be advised if same differs from ARTIST Rider specifications.

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

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

(5) 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 PRODUCER.

(6) If PRODUCER 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 PRODUCER herein specifically agrees to furnish.

(7) 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).

(8) 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"). PRODUCER/ARTIST shall not have any liability for any damage or injury caused by such Adverse Conditions.

#### **D. PRODUCTION CONTROL**

(1) PRODUCER 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 PRODUCER shall have the sole right, as PRODUCER 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 PRODUCER hereunder will appear on or in connection with the Engagement hereunder. PURCHASER agrees to supply and pay for all supporting acts, if any, which must be requested and/or approved by PRODUCER. (3) PURCHASER agrees to promptly comply with PRODUCER'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 PRODUCER's prior written consent.

#### **E. EXCUSED PERFORMANCE**

*In the event of a Force Majeure Event, both parties agree to utilize good faith terms and work to reschedule the event*

If, as the result of a Force Majeure Event (as defined below), PRODUCER or ARTIST is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then PRODUCER's and 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 PRODUCER for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which PRODUCER 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 PRODUCER 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 PRODUCER/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 PRODUCER or 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 PRODUCER and/or ARTIST reasonably

believe jeopardizes the safety of ARTIST, any of ARTIST's equipment, musicians or other performers, or any of PRODUCER'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 PRODUCER'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 or PRODUCER which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe.

## **F. 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 PRODUCER 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.

## **G. PRODUCER'S RIGHT TO CANCEL**

PURCHASER agrees that PRODUCER 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 G, PRODUCER shall return to PURCHASER any deposit previously received by PRODUCER 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.

## **H. BILLING**

(1) ARTIST shall receive billing in such order, form, size and prominence as directed by PRODUCER 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.

(2) PURCHASER may only use ARTIST's 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, however PURCHASER's use of ARTIST's 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 and publicity absent PRODUCER's prior written approval in each instance. Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of PURCHASER's use of ARTIST's Likeness shall at all times be subject to the prior written approval of PRODUCER.

## **I. MERCHANDISING**

20% of NET of all Merchandise sales shall be retained by venue. NET is defined as Face Value sale prices less any applicable sales tax due to state or city. Purchaser shall provide reasonable staffing for Merchandise sales.

PRODUCER 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.

## **J. NO RECORDING/BROADCAST**

PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER or venue employees, representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof) and/or ARTIST and/or PRODUCER's personnel at any time during the Engagement. In the event PRODUCER does so grant any of the aforementioned rights, such rights shall be subject to a separate written agreement and PURCHASER shall be responsible, at PURCHASER's sole cost and expense, for securing any and all necessary third party rights, licenses, clearances, and permissions (including, but not limited to, all necessary publishing and record label clearances) required in connection with PURCHASER's capture and/or exploitation of the same. Notwithstanding the foregoing, and further to any additional obligations of PURCHASER to indemnify PRODUCER/ARTIST contained in this Agreement, PURCHASER shall indemnify and hold harmless PRODUCER and ARTIST from any and all damage(s) it, or they, may sustain as a result of PURCHASER's failure to comply herewith.

The Venue reserves the right to record the Performance for archival purposes and reserves the right to use surveillance video for security purposes. Notwithstanding, the Venue shall not release such recordings for public consumption without the express written consent of Artist. Unless otherwise stipulated in writing between the parties, attendees shall be permitted to record Performance on consumer devices.

## **K. 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 PRODUCER or ARTIST 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 PRODUCER shall have the right (in PRODUCER'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 PRODUCER 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 PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and 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 PRODUCER/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 PRODUCER/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 PRODUCER's opinion unsatisfactory, PRODUCER 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 PRODUCER shall have the right (in PRODUCER'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 PRODUCER 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 PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and 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 PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

## L. INSURANCE/INDEMNIFICATION

Artist shall provide current and valid Certificate of Insurance to Purchaser with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate naming Purchaser and such other reasonably requested parties as additional insureds, must be submitted no later than three (3) business days prior to event.

(1) PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance coverage, including a contractual liability endorsement as respects this Agreement, liquor liability (either from PURCHASER, if PURCHASER is furnishing liquor, or from PURCHASER's designated concessionaire), 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); business automobile liability insurance covering all owned, non-owned and hired vehicles used by or on behalf of PURCHASER with a minimum combined bodily injury and property damage liability limit of Five Million Dollars (\$5,000,000) per occurrence; and workers compensation and employer's liability insurance (including stop gap liability where applicable) with minimum limits of One Million Dollars (\$1,000,000) per claim (but in no event in limits less than those required by law and/or less than the limits required by the venue and/or as set forth in the ARTIST rider, if any.) Notwithstanding the foregoing, for any Engagement at which the allowable capacity is in excess of Twenty-Five Thousand (25,000) attendees, but less than Fifty Thousand (50,000) attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, and for any Engagement at which the allowable capacity is Fifty Thousand (50,000) or more attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Fifteen Million Dollars (\$15,000,000) per occurrence. All of the insurance requirements set forth above shall not be construed as a limitation of any potential liability on behalf of PURCHASER. All such insurance required above shall be primary and noncontributory, and shall be written by insurance companies qualified to do business in the state(s) of the Engagement(s) with A.M. Best ratings not less than A minus or better. Such insurance policies shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives and shall provide that the coverage thereunder may not be materially changed, reduced or canceled unless thirty (30) days prior written notice thereof is furnished to PRODUCER/ARTIST. Not less than ten (10) days prior to each Engagement, PURCHASER shall furnish PRODUCER/ARTIST with an appropriate certificate(s) of insurance evidencing compliance with the insurance requirements set forth above and naming PRODUCER, ARTIST and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees and representatives as additional insureds. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations hereunder. Upon request, PURCHASER shall immediately furnish to PRODUCER/ARTIST a full and complete copy of all insurance policies required to be maintained by PURCHASER herein.

Each party agrees to indemnify, defend, and hold harmless the other party from and against any loss, cost, or damage of any kind (including reasonable outside attorneys' fees) to the extent arising out of its breach of this Agreement, and/or its negligence or willful misconduct.

(2) PURCHASER hereby agrees to save, indemnify and hold harmless PRODUCER and ARTIST, and their respective agents, representatives, principals, employees, officers and directors, from and against any claims, suits, arbitrations, liabilities, penalties, losses, charges, costs, damages or expenses, including, without limitation, reasonable attorney's fees and legal expenses, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim including without limitation, a 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 and/or PRODUCER.

## **M. ROLE OF AGENT**

CS3 AGENCY acts only as agent for PRODUCER and assumes no liability hereunder and in furtherance thereof and for the benefit of CS3 AGENCY, it is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join CS3 AGENCY, or any of its parents, subsidiaries, officers, directors, principals, agents, employees and representatives (collectively, "CS3 AGENCY") 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 PRODUCER/ARTIST. To the extent applicable, without limiting the generality of the foregoing and for the avoidance of doubt, CS3 AGENCY expressly assumes no liability hereunder for any claims, losses, damages, complications, consequences, or other events that may occur as a result of the failure of either party hereto to obtain any of the visas, work permits, and/or other documentation required for the performance of the parties' obligations hereunder (hereinafter, the "Travel Documents"). It is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join CS3 AGENCY as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any failure of either party hereto to obtain, secure, or procure the Travel Documents. unless such breach results from sole negligence or gross misconduct of Agent

## **N. NOTICES**

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

## **O. 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 PRODUCER and ARTIST shall control.

## **P. LIMITATION OF LIABILITY**

In no event shall PRODUCER and/or 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 PRODUCER and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER and/or 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 ARTIST's performance at the Engagement taking into account any amounts PURCHASER has recovered using its best efforts to mitigate losses; 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.

## **Q. 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 PRODUCER 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) Purchaser shall comply, and shall ensure that its affiliates, subsidiaries, directors, managers, officers, employees, agents, and representatives comply, at Purchaser's expense, with all applicable laws, rules, and regulations in relation to its operations and performance of its obligations under this Agreement, including without limitation, any law, regulation, statute, prohibition, or other measure maintained by any agency or department of any national government, regional body, multilateral institution or other body which is responsible for the adoption, implementation or enforcement of sanction laws, including, but not limited to, the United Nations Security Council, the Council of the European Union, the European Commission, the relevant competent authorities of individual European Union Member States, the United States Department of Treasury's Office of Foreign Assets Control, the United States Department of Commerce, the relevant competent authorities of Australia, or any replacement or other regulatory body responsible for sanctions laws in any country relating to the implementation, application and enforcement of economic sanctions, export controls, trade

embargos or any other restrictive measures, including but not limited to those measures which prohibit or otherwise restrict either party's ability to make a service available either directly or indirectly to a sanctioned person and those measures which restrict or prohibit either party from engaging in specified dealings with a specified class of person, whether defined by nationality, business sector or otherwise.

(3) Purchaser represents and warrants that neither it nor its affiliates, subsidiaries, directors, managers, officers, employees, agents, or representatives is (i) a person or entity or, (ii) controlled by a person or entity, on the U.S. Treasury Department's list of Specially Designated Nationals and Foreign Sanctions Evaders List, the U.S. Commerce Department's Denied Persons List or Entity List, the U.K. HM Treasury Consolidated List of Financial Sanctions Targets, the U.K. Export Control Organisation's Iran List, the Australian Government Sanctions Consolidated List, or otherwise designated as subject to financial sanctions or prohibited from receiving Australian, U.S., or U.K. services, or any other equivalent local provisions. Purchaser agrees to notify both Producer and CS3 AGENCY immediately in writing of any change in ownership or control that might violate this Section of the Agreement. Producer or CS3 AGENCY may terminate this Agreement upon providing written notice of termination to Purchaser, if Producer or CS3 AGENCY's performance of its obligations or receipt of consideration hereunder would, as reasonably determined by CS3 AGENCY or Producer, result in non-compliance with any laws, rules and regulations applicable to Producer or CS3 AGENCY.

(4) Purchaser agrees to comply with all applicable laws and regulations, including, but not limited to, the US Foreign Corrupt Practices Act, the UK Bribery Act and the laws of the country in which any transactions are made or services are provided under this Agreement. Purchaser further agrees that Purchaser and any person or entity working on Purchaser's behalf in connection with the services provided under this Agreement shall not make any payment or transfer anything of value, directly or indirectly, to: (i) any governmental official or employee (including employees of government-owned and government-controlled corporations and public international organizations); (ii) any political party, official of a political party, or candidate for public office; (iii) any intermediary, including, but not limited to, agents, close associates or family members of government officials, for payment to any government official; (iv) any other person or entity in a corrupt or improper effort to obtain or retain business or any advantage, in connection with Purchaser's affairs; or (v) any other person or entity; if such payment or transfer would violate the US Foreign Corrupt Practices Act, the UK Bribery Act, and/or laws of the country in which the transaction is made and/or services are provided under this Agreement.

(5) This (and any of PRODUCER'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.

New York

(6) This Agreement shall be construed in accordance with the laws of the State of ~~California~~ applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved in ~~Los Angeles County~~ in the State of ~~California~~ in accordance with the laws of that State; in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in Los Angeles County in the State of California and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing.

(7) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.

(8) 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.

(9) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER and/or 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.~~

(10) The terms "ARTIST" and "PURCHASER" as used herein shall include and apply to the singular and the plural and to all genders.

(11) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) 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.

ACCEPTED AND AGREED TO:

*Kenneth Schachter*  
Kenneth Schachter  
Avant Gardner LLC  
100 Bogart St 4th floor, Brooklyn, NY, 11206, United States

CHARLES D  
An authorized signatory  
CHARLES D MUSIC LLC F/S/O CHARLES D  
2827 49th St, Astoria, NY 11103 US