

LIVE PERFORMANCE AGREEMENT

THIS CONTRACT (the “Agreement”) made and entered into this _____ day of _____, 20____ (the “Execution Date”)

BETWEEN:

_____ of _____
(the “Client”)

OF THE FIRST PART

- AND -

Project Oden LLC
(the “Performer”)

OF THE SECOND PART

BACKGROUND:

- A. The Performer is a professional entertainer known as “Adam Lord”.
- B. The Client wishes to engage the performer subject to the terms and conditions as follows

IN CONSIDERATION OF and as a condition of the client hiring the Performer and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement agree as follows:

Performance

1. The entertainment to be provided by the Performer is generally described as Adam Lord’s Fusillade (the “Performance”).

Date and Time of Performance

2. The Performance will consist of _____ show(s) on the date(s) and between the times indicated in the table below:

Date(s) of Show	Start Time	End Time

Responsibilities of the Performer

3. The Performer shall provide the Performance; devote as much productive time, energy, and ability to the Performance and rehearsal of the Performance as may be necessary; complete the Performance safely, with professional effort and skill, and using adequate equipment in good working order; comply with any royalty fees, performance fees, or other obligations of any organizations, including unions, to which the Performer is subject, contractually or otherwise; control and direct the production and presentation of the performance; supply all equipment and personnel necessary for the Performance other than the equipment and personnel to be supplied by the Client; and arrange any travel and lodging in connection with the Performance and pay for any travel, lodging or other expenses incidental to the performance.

Responsibilities of the Client

4. The Client shall provide reasonable assistance and cooperation to the Performer to enable the Performer to complete the Performance; take reasonable steps to secure the safety of the Performer and the Performer's property and personnel; provide appropriate working conditions for the Performance, including suitable space, power, electricity, sound, and other services, as set forth in this agreement; provide a stage for the Performance and, on the request of the Performer, for no more than two rehearsals; supply power, lighting, and sound as set forth in more detail in a technical rider attached to this Agreement as **Exhibit A**; provide reasonable security to protect the Performer and the Performer's property on the stage and in any backstage areas, and ensure that no unauthorized people will have access to those areas. The cost of repairs, replacement, or medical treatment for any damages incurred to the Client's property, person, or personnel due to a lack of reasonable protection, except in the case of gross negligence on the part of the Performer, will be payable by the Client.

Payment

5. In full consideration for all services rendered by the Performer and the Performance, the Client agrees to pay the Performer a fixed fee of \$_____ USD (the "Fee") per each performance.

Business Address of the Performer

6. Any payments by check or money order should be made out to Adam Lord.

The Performer's business address is as follows:

Address: 580 Scrubjay Lane

Telephone: (407) 619-1325

Payment of Balance

7. Promptly after the last show on the final date of the Performance, the Client will pay to the Performer any outstanding balance of the Fee in cash, certified check, or online payment.

Force Majeure

8. Neither the Performer nor the Client will be held liable for any failure to perform their respective obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labor difficulties or

strike, inclement weather, epidemic, interruption or delay of transportation services, acts of God, or any other legitimate cause beyond the reasonable control of the Performer or Client

Sickness and Accidents

9. The Performer agrees to meet its obligations under this Agreement subject to legitimate incapacity of the Performer caused by sickness or accident. Failure to meet its obligation under this section will result in the Performer returning any and all outstanding deposits to the client.

No Recording of the Performance

10. Recording or transmitting of the Performance by anyone through any means whatsoever will not be allowed under this Agreement. It is the responsibility of the Client to enforce this provision.

Amendments

11. No amendment to this agreement will be effective unless it is in writing and signed by a party or its authorized representative.

Severability

12. If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

Waiver

13. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

Entire Agreement

14. This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiation, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

Headings

15. The descriptive headings of the sections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

Effectiveness

16. This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with the party's signature) will be deemed the date of this agreement.

Necessary Acts; Further Assurances

17. Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent or purposes of this agreement.

Each party is signing this agreement on the date stated opposite that party's signature.

Date: _____

By: _____

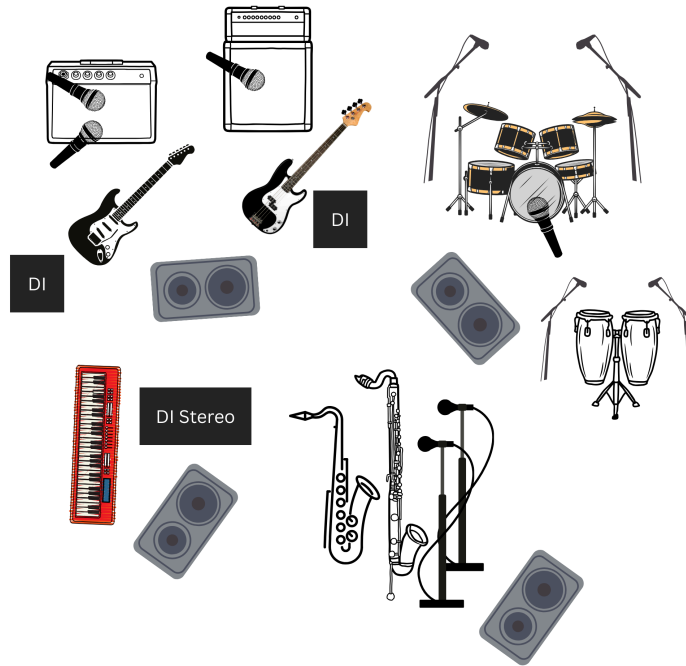
Print Name: _____

Date: _____

By: _____

Print Name: _____

EXHIBIT A



(Frontstage)

Name	Instrument	Amp	DI	Mics
Adam Lord	Saxophone, Bass Clarinet	No	No	2 Condenser
Piano Patrick	Keyboard	No	2	No
Guitar Gerald	Guitar	Guitar	1	1 Condenser 1 Dynamic
Bass Bobby	Bass	Bass	1	1 Condenser
Drum Drew	Drums	No	No	OHs 1 Dynamic (kick)
Percussion Phil	Percussion / Repinique, Clapstack	No	No	OHs