

SHOVENT PERFORMANCE CONTRACT

This contract (the "Agreement") is made on this day of **May 21ST, 2018**, between **xxxxxxx** (the "Operator") and **THE JADE MONKEYS (5 piece)** (the "Band") for the hiring of Band as an independent contractor to perform (the "Show") for Operator at **JW MARRIOTT RESORT MUSKOKA** (the "Venue").

It is agreed as follows:

1. **Place, date, and time of Show.** The parties agree that the time and place of Show will be Venue. on the **XX DAY OF SEPTEMBER, 2018 FROM TIMES TBD**

2. **Description of Show.** Show will be a musical performance with musical content decided by Band. Show will last of a minimum of **3 X 50 MINUTE PERFORMANCE SETS**

3. **Payment.** Compensation for the Show shall be **\$5300.00CAD**. A **deposit of \$1000.00CAD** is due on the signing of this contract. This is a required condition for the contract to proceed. The remaining Fee is due immediately prior to Band's Show, but may be made earlier. Kindly email Etransfer to info@shovent.com

4. **Cancellation.** If full payment is not made by the time immediately prior to SHOvent's Show, Show may be cancelled by SHOvent, and Operator may not seek any damages. Cancellation may be made by Operator before 14 days prior to the time of Show, in which case Operator's deposit of Fee is non-refundable, but Operator will not have to pay the remaining Fee. If Show is cancelled within 13 days of Show, Operator must pay SHOvent's full Fee.

5. **Force Majeure.** In the event Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature or government, the deposit of Fee is non-refundable, but no other portion of Fee is due, and the parties may negotiate a substitute Show on the same terms as this Agreement save for the time of Show, with no further deposit of Fee due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.

6. **Band Guest Tickets.** Operator will make available to SHOvent # of tix complimentary tickets to Show for use at SHOvent's sole discretion. **N/A**

7. **Parking.** Operator will secure sufficient parking for SHOvent's Vehicles within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the show and lasting until 1 hour after the show.

8. **Sound Systems Check.** A sound check conducted by SHOvent of sound system is required, at a time to be mutually arranged between SHOvent and Operator.

9. **Security, Health, and Safety.** Operator warrants that Venue will be of sufficient size to safely conduct Show, that Venue is of stable construction and sufficiently protected