



Exotic Zone Gallery Contract for Booking an Artist

This agreement is made this day of _____ 20____ by and between (Presenter) (hereinafter referred to as the "Presenter") and _____ Artist _____ if more than one, listed on Addendum **A** attached hereto and included herein (hereinafter referred to as the "Artist"), by and through their designated agent or representative ("Manager") identified below.

WHEREAS, Presenter conducts the event or exhibit known as: _____ (hereinafter referred to as the "Performance and or exhibition).

WHEREAS, Presenter desires to engage Artist, as independent contractor(s), to provide the Performance and or exhibit generally described below (the "Performance and or exhibit)

WHEREAS, Artist(s) desire to provide such Performance and or exhibit

The parties agree as follows:

1. Artists: The names and addresses of the Artist who will appear during the Performance, the amounts to be paid to each.
2. If there is a manager/agent: The name and mailing address of the Representative, who is executing this Agreement on behalf of Artist(s), is: _____
3. Place of Performance or Exhibition: The place of performance and or exhibition is at _____
4. Date(s) and Time(s) of Performance and or exhibition: The date(s) of the Performance shall be _____, 20____ and the time(s) of the Performance shall be _____ hours.
5. Performance or exhibition: The Performance or exhibition generally described as: _____
6. Agreement to Perform or Exhibit Art, Artist(s) agree to provide the Performance or Art in accordance with the terms of this Agreement and any addendums or riders hereto.
7. Recording, Reproduction or Transmission of performance or exhibit. Presenter will use its best to prevent the recording, reproduction or transmission of the Performance out the written permission of Artist(s) or Artist's representative.
8. Excuse of Obligations: Presenter and Artist shall be excused from their obligations hereunder in the event of proven sickness, accident, riot, strike, epidemic, act of God or any other legitimate condition or occurrence beyond their respective control.

9. Taxes: Presenter agrees to prepare and file all tax information as required of a person who hires an independent contractor and Artist(s) agree that they have the responsibility for the payment of any federal, state or local taxes arising from the monies paid by Presenter to Artist(s) for the Performance or exhibit.

10. Indemnify for Copyright Infringement: Artist(s) represent and warrant that they are knowledgeable about the copyright laws of United States as applicable to the Performance or exhibition and that Artist(s) shall not perform or exhibit any copyrighted materials of others during Performance or exhibition without full compliance with such applicable copyright laws. In the event that Artist(s) breach this representation, warranty and covenant, Artist(s) hereby agree to INDEMNIFY AND HOLD HARMLESS Presenter and its employees, guests and agents from and against all liability, loss, damages, claims, and expenses (including attorney's fees) arising out of such breach.

11. Independent Contractor: Artist(s) acknowledge that they shall perform their obligations hereunder as an independent contractor and not as an employee of Presenter. Artist(s) further acknowledge that they are not on Presenter's payroll and/or tax withholding rolls. Artist(s) shall have sole control and direction in the conduct of the Performance and or material to be exhibited.

12. Merchandising: Artist(s) shall not sell any goods, products, merchandise or services (other than the services provided herein) at the performance or exhibit except by express written permission of Presenter.

13. Promotion: Presenter shall be entitled to advertise and promote the appearance of Artist(s) and the Performance or exhibit. Artist(s) acknowledge that Presenter will rely on the terms hereof in all such promotions and advertising and in the materials to be printed setting forth the names, dates and times of all performances and or exhibitions to be held. Artist(s) hereby acknowledge and agree that Presenter may use their names, photographs, likeness, facsimile signature and any other promotional materials in all of such promotions, advertising or other activities used to increase attendance at performance and or exhibition.

14. Passes: Presenter shall provide identification passes to Artist(s) for the dressing room and stage where Performance or exhibition is to be held.

15. Authority to Execute: The representative who is executing this Agreement on behalf of Artist(s) hereby warrants and represents that he has the full power and authority to bind Artist(s) on whose behalf he/she is executing this Agreement and acknowledges that he is making this representation and warranty with the understanding that Presenter is relying thereon,

In Witness Hereof, this Agreement is executed on the date first above written.

Presenter (Authorized signature)

By: _____

Date: _____

Artist/Agent or Manager representative

By: _____