

MUSIC PERFORMANCE AGREEMENT

This Music Performance Contract (the “**Contract**”) is entered into on _____
(the “**Effective Date**”) by and between

Jarrad Wrigley, an individual managed and having their usual place of business at **CRS Publicity, Queensland 4510, Australia** (the “**Musician**”), and

Krystin Reed, an individual having their usual place of living at **40 Crophorne Street, Tarragindi, Queensland 4121**, Australia (the “**Client**”), collectively referred to as the “**Parties**” and individually as the “**Party**”.

WHEREAS the Musician is a professional with expertise in music services;

WHEREAS the Client seeks the Musician’s music performance services for the event described herein;

WHEREAS the Parties agree to enter into this Contract to outline the terms and conditions for the Musician’s services and the Client’s compensation for the services rendered;

WHEREAS the Parties acknowledge that they have the legal capacity to enter into this Contract and that they have read and fully understood its terms;

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein and for other good and valuable consideration, the Parties have agreed as follows:

SUBJECT OF THE CONTRACT

The Musician agrees to provide music performance services (the “**Services**”) for the Client with a crew of 5 persons (the “**Crew**”) as follows:

Description of the Services: The Musician shall provide a live concert (the “**Performance**”) as part of the event "Laid Back Country 21st: Food, Fire, Friends" (the “**Event**”).

The Performance shall last 4 hours (the “**Performance Time**”) and shall take place on October 12th, 2024 5:00 PM (the “**Event Date**”).

Quality of the sound equipment: The Musician shall provide all the needed sound equipment, including microphones, speakers, amplifiers, to ensure quality sound. The sound equipment must be appropriate for the size, conditions, and anticipated number of guests at the Performance location.

Both Parties acknowledge that any changes or modifications to the above requirements must be made in writing and approved by both Parties.

PAYMENT TERMS

The Client agrees to pay the Musician a fixed amount of **A\$1,000.00** (the “**Compensation**”) for the provided Services. The Compensation shall be paid in two parts according to the following conditions:

- **Prepayment:** The Client agrees to compensate the Musician A\$600.00 as a prepayment (the “**Prepayment**”) within 2 days upon signing this Contract, which shall be credited as part of the Compensation.
- **Postpayment:** The Client shall make full payment of the remaining Compensation to the Musician, excluding the Prepayment, no later than 2 days after the completion of the Services (the “**Due Date**”).
- **Full amount:** The Compensation covers all expenses related to the music Services provided by the Musician. The Compensation shall not be subject to any deductions or offsets, except as specified in this Contract.
- **Payment method:** An invoice (the “**Invoice**”) detailing the payment method and instructions will be provided by the Musician alongside this Contract. The Client agrees to follow the instructions on the Invoice to complete payment.
- **Taxes:** The Musician is responsible for covering all taxes and additional fees imposed by federal, state, and local governments on the Compensation paid to the Musician under this Contract.
- **Overtime:** If, at the Client’s request and with the Musician’s approval, the Performance lasts longer than the Performance Time, the Client agrees to compensate the Musician with an overtime rate of A\$70.00 for each hour or partial hour of overtime rendered. The payment for overtime shall be added to the Compensation and paid on the Due Date.

TERM AND TERMINATION

This Contract shall commence on the Effective Date and shall continue until completion of the Services unless terminated earlier under the terms of this Contract.

Either Party may terminate this Contract at any time by providing the other Party with written notice, but not later than 3 days before the Event Date.

In addition, either Party may terminate this Contract immediately upon written notice to the other Party if the other Party becomes insolvent or files for bankruptcy.

Upon termination of this Contract, the Client shall pay the Musician for all Services satisfactorily completed by the Musician through the date of termination.

CANCELLATION POLICY

The following refund policy shall apply if the Client cancels the Services before the Event Date:

- If the cancellation occurs at least 3 days before the Event, the Client shall be eligible for a refund of 80% of the full Prepayment.
- If the cancellation occurs less than 3 days before the Event, the Client forfeits the full amount of the Prepayment.

The prepayment shall be refunded to the Client if the Musician voluntarily cancels the Services unless the cancellation results from force majeure events or a breach of this Contract by the Client.

In the event of any cancellation, the Musician shall promptly inform the Client in writing and provide a valid reason for the cancellation.

RELATIONSHIP OF THE PARTIES

The Musician acts as an independent contractor while providing the Services and does not have any authority to bind or oblige the Client. This Contract does not create an employment, agency, partnership, or joint venture relationship between the Parties.

INTELLECTUAL PROPERTY

The Parties have agreed to regulate intellectual property rights used during the Performance of the Services according to the following rules:

- **Ownership:** The Musician retains all ownership rights to the Musician's original compositions, lyrics, and recordings. The Client acknowledges and agrees that the music created by the Musician is protected by copyright law and that the Musician retains all rights to such intellectual property.
- **Covers:** For the purpose of performing covers, the Musician must obtain licenses and permissions from the copyright owners or their authorized representatives. The Musician shall guarantee that such performance does not infringe on the intellectual property rights of third parties. The Musician shall be solely responsible for paying royalties or other fees to the copyright owners or their authorized representatives for performing and recording any cover versions.
- **Advertising and promotional materials:** The Musician grants the Client a non-exclusive, limited license to use the Musician's name, image, and likeness in promotional materials related to the Performance. Before using this name, image, or likeness in any context, the Client agrees to obtain the Musician's written consent.

- **Recordings:** The Client agrees that any recordings, online transmission, or broadcast of the Performance shall only be conducted with the Musician's prior written consent. Any recording, transmission, or translations shall require separate written consent from both Parties.

INDEMNIFICATION

The Musician agrees to indemnify and hold harmless the Client against any claims, demands, suits, actions, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, resulting from or related to the Musician's performance under this Contract. However, if it is found that both the Musician and the Client share fault or negligence in causing the claim, the Musician's indemnification obligation shall be reduced based on the percentage of fault attributed to the Client.

NOTICE

Any notice, request, or demand required to be given under this Contract shall be in written form. It shall be deemed duly given if delivered personally or sent by registered mail, return receipt requested, postage prepaid, or reputable overnight delivery service to the address set forth below. An electronic copy may also be delivered to the email address set forth below:

If to the Musician:

Jarrad Wrigley

Attn: CRS Publicity, PO Box 105 Beachmere QLD, 4510, Australia

Jarradwrigley.bookings@ashandchooka.com

If to the Client:

Krystin Reed

Attn: 40 Crophorne Street, Tarragindi, QLD 4121, Australia

Krystinreed@yahoo.com.au

Either Party may change the registered mail or email address for receipt of notices by giving written notice to the other Party.

Notices shall be deemed received on the day of delivery if delivered by hand or courier service, or on the third business day after the date of posting if sent by registered mail or email.

CONFIDENTIALITY

The Parties agree to keep all confidential information disclosed during the Contract and not to share such information with any third party unless required by law. To fulfil the Parties' obligations under this Contract, they agree not to use the confidential information for any purpose unrelated to this Contract.

This confidentiality clause shall remain in effect after the termination or expiration of this Contract.

FORCE MAJEURE

Neither Party shall be liable for any failure to perform or delay in performing the obligations under this Contract if such a failure or delay is caused by events of force majeure, such as acts of God, war, terrorism, strikes, lockouts, labor disputes, pandemics, government regulations, or any other similar causes beyond the reasonable control of the affected Party.

In the case of force majeure, the affected Party shall immediately notify the other Party in writing and provide reasonable proof of the cause of the delay or inability to perform the obligations. The Party affected by force majeure shall endeavor to mitigate the consequences of such circumstances and resume the performance of its obligations as soon as possible after the circumstances cease to exist.

If the force majeure circumstances last more than 5 days, either Party may terminate this Contract by giving written notice to the other Party. In this case, neither Party shall be liable to the other Party for any damages arising from the termination of this Contract.

SEVERABILITY

The invalidity or unenforceability of any provision of this Contract shall not affect its validity or enforceability.

WAIVER

The failure of any Party to enforce a particular provision of this Contract shall not waive their right to enforce it in the future.

ENTIRE AGREEMENT

This Contract and Invoice constitute the complete agreement between the Parties and supersedes any prior or current agreements, understandings, negotiations, or discussion, whether oral or written, relating to the subject matter of this Contract. Any amendments or modifications to this Contract must be in writing and signed by both Parties. This Contract does not establish a partnership or joint venture between the Parties, and neither Party has the authority to bind the other.

BINDING EFFECT

This Contract shall be binding for the Parties and their respective successors and assigns. Neither Party may assign this Contract or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date.

THE MUSICIAN

Jarrad Wrigley

CRS Publicity, Queensland 4510, Australia

(Signature and Date)

THE CLIENT

Krystin Reed

40 Cropthorne Street, Tarragindi, QLD 4121,
Australia

(Signature and Date)