

CONTRACT FOR MUSICAL SERVICES

This Musical Performance Contract (this "Contract") is made effective as of April 18, 2019 (the "Effective Date") by and between Harrowing Heights, of 301 Daniel Hall, Clemson, South Carolina 29631, and Robyn Fenty ("Rihanna"), of 220 West 42nd Street, New York City, New York 10036.

DESCRIPTION OF SERVICES. Beginning on April 18, 2019, Rihanna will provide to Harrowing Heights the following musical services (collectively, the "Services"):

Rihanna will perform at the Harrowing Height's Grill from 7:00 p.m. until 11:00 p.m.

PERFORMANCE OF SERVICES . (1). Rihanna shall arrive at least one hour before the starting time to set-up and conduct sound check. Rihanna shall perform music to suit the right mood of the event. Rihanna shall have an unlimited collection of songs. Music shall be performed without any significant breaks and throughout the agreed upon period of time. (2). Rihanna shall have high quality microphone and sound equipment. Rihanna shall ensure optimum sound blend and reproduction for the venue size. (3). Harrowing Heights shall provide dressing room facilities for Rihanna. (4). Harrowing Heights shall also provide food and other refreshments for Rihanna.

PAYMENT . Harrowing Heights will pay compensation to Rihanna for the musical services in the amount of \$750,000.00. This compensation shall be payable in a lump sum upon completion of the musical services minus the deposit amount.

DEPOSIT . At the time of signing the Contract, Harrowing Heights shall pay a non-refundable deposit of \$250,000.00 to Rihanna for the Services. The deposit will be subtracted from the total payment owed by Harrowing Heights upon completion of the Services.

CANCELLATION POLICY . All deposit fees are non-refundable. A minimum of 3 weeks notice will be required for cancellation of this Contract. Any cancellation made with less than 3 weeks notice prior to the agreed upon service date will result in full payment by Harrowing Heights. If the cancellation is initiated by Rihanna, all monies paid to Rihanna from Harrowing Heights shall be fully refunded, INCLUDING the deposit fee. Refund shall be paid out at month's end.

TERM. Harrowing Heights and Rihanna agree that this Contract shall commence on the above date and terminate on April 19, 2019. Said agreement may be extended and/or renewed by agreement of all parties in writing thereafter.

RELATIONSHIP OF PARTIES. It is understood by the parties that Rihanna is an independent contractor with respect to Harrowing Heights, and not an employee of Harrowing Heights.

INDEMNIFICATION . Rihanna agrees to indemnify and hold harmless Harrowing Heights from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against Harrowing Heights that result from the acts or omissions of Rihanna, Rihanna's members, if any, and Rihanna's agents.

FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Contract will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

ENTIRE CONTRACT. This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

AMENDMENT . This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Contract shall be governed by the laws of the State of South Carolina.

NOTICE . Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT . The failure of either party to enforce any provision of this Contract shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

ASSIGNMENT . Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

SIGNATORIES. This Agreement shall be signed by Joshua Isaacks, Personnel Director on behalf of Harrowing Heights and by Rihanna on behalf of Robyn Fenty. This Agreement is effective as of the date first above written.

This Musical Performance Contract is executed and agreed to by:

Joshua Isaacks

Waiting for signature

Joshua Isaacks
jsisaacks@gmail.com

Robyn Fenty

April 02, 2019 at 08:13 am
Recorded at IP 198.21.142.3