ORGANIZATION: **CM ADVOCATES LLP**

DEPARTMENT: **CORPORATE COMMERCIAL**

DOCUMENT**: ENTERTAINMENT AGREEMENT**

LAST MODIFIED:

**Notes:**

1. This precedent is intended to act as a guide in drafting the Entertainment Agreement. It may be modified or amended as need may be.
2. This template covers entertainment of all types that is, Television, Radio, Music, Internet, News, Media, publishing etc

**ENTERTAINMENT CONTRACT AGREEMENT**

Dated 2021

**between**

**[PARTY 1]**

**(the “Company”)**

**and**

**PARTY 2**

**(the “Artist”)**

**-in respect of-**

**[ ]**

**Drawn By: -**



I&M Bank House, 7th Floor

2ndNgong Avenue

P.O. Box 22588-00505,

**Nairobi.**

[www.cmadvocates.com](http://www.cmadvocates.com)

This Entertainment Agreement is dated ………………………. day of …………………………20… by and **BETWEEN**

Parties

1. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **LIMITED,** a Limited liability company incorporated in the Republic of Kenya with under Certificate of Incorporation Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and of P. O. Box \_\_\_\_\_\_ - 00200, Nairobi, Kenya (Publisher, Company);

AND

1. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LIMITED**, a limited liability company incorporated in Kenya under Certificate of Incorporation Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and of P. O. Box \_\_\_\_\_\_ - 00200, Nairobi, Kenya, hereinafter referred to as the **“**Artist, Agent, Company**”** which expression shall where the context so requires, include its successors in title and permitted assigns) of the one part.

As the context may require, “Publisher, Company” and “Artist, Agent, Company” and are hereinafter collectively referred to as “Parties” and individually as “Party”.

# Interpretation

* 1. Definitions:
     + 1. Business Day: a day other than a Saturday, Sunday or public holiday in Kenya, when Banks in Kenya are open for business.
       2. Delivery Date: [the date of this event **OR** the date set out in Schedule 1].
       3. Delivery Location: the location of this event set out in Schedule 1.
       4. [Documentation: all documents [, plans] [, drawings] [, service documents] [, user manuals] [and operating manuals] relating to the Asset.]
       5. Intellectual Property Rights: patents, utility models, rights to inventions, copyright related rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
       6. Payment Amount:means amount and mode of payment as described in schedule 1
       7. Payment Date:means the date of signing this agreement or the date set out on schedule 1
       8. Service: means service as described in schedule 1
       9. Time Frame: means time of performance from arrival to finish time OR (the time as set out in schedule 1)

**WITNESSETH**, that the “COMPANY, PUBLISHER” contracts for the services of Artist(s) as (an) independent contractor(s), not as (an) employee(s), on the terms and conditions set forth below. Artist(s) and Agent agree to render to the “COMPANY, PUBLISHER)” services as follows:

The Company contracts for the services of Artist(s)/Agent as (an) independent contractor(s) and not as (an) employee(s). Artist(s)/Agent shall provide a sufficient quantity of capable performer(s)/writer(s). The Company shall make payment to Artist/company who is responsible for compensating performer(s)/ writer(s) acquired as agreed between Artist/Agent and the performer(s). The performer(s) are self-employed or employees of Artist/company who will have the duty of and will be responsible for complying with Laws of Kenya and regulations pertaining to the withholding of taxes and social security, and for complying with any union or rules pertaining to deduction for dues and nay health or welfare fund, and any other union or legal deduction or payment, and Artist(s) will hold the Company harmless and indemnify it for any claims therefrom.

Artist(s) will be allowed reasonable access to the facility used for the engagement before and after the engagement for the purpose of assembling and removing equipment. Artist(s) will arrive at engagement at timeframe designated on (Schedule 1) of this agreement. Agent will be allowed access for consultation with Artist(s) at any time. Artist(s) may not be accompanied by guest(s). Requests for complimentary tickets for artist’s guests should be submitted to the Company for approval in advance of the performance.

It is mutually agreed that neither party shall be responsible for any provision in this contract or schedules/addendums to this contract when prevented from complying with a contractual provision due to any Act of God or any other legitimate condition beyond the control of the appropriate party.

The Company shall provide such security as it deems reasonably necessary incidental to the performance, and in the event Artist(s) have their own security, Artist(s) shall inform and identify to the Company, their security personnel at least 24 hours prior to the commencement of the performance and said security shall comply with all, state and local laws, ordinances and regulations, and they shall be under the supervision and control of Company’s security at all times while on the premises of the Company.

Artist(s) shall reimburse, indemnify and hold harmless the Company for all loss to the Company resulting from the negligence of Artist(s) in the performance of this contract. In further consideration, Artist hereby agrees to assume all liability, jointly and severally, for any injuries or damages that may be performance related, or that Artist or its employees, contractors or performers may cause to any persons or property during Artist’s use of and visit to the Company’s Designated Venue while Artist is engaged in the activities described hereinabove. In addition, Artist agrees to provide to the Company a certificate of insurance showing proof of current General Liability, Automobile Liability and, if applicable, Workers Compensation coverage as required by Laws of Kenya, and agrees to name The Company’s, Inc. as an additional insured in respect to liability and the Artist’s activities/event described hereinabove.

1. The Company shall not be liable for any damages or injuries of the Artist(s), their performers, contractors or their equipment, while on the University’s premises, and Artist hereby releases Stetson University, Inc., its Board of Trustees, Officers, Staff, Employees, Representatives and Agents from all form and manner of risks inherent or relating to such activities, and agrees to waive all claims and demands of any nature arising from said campus visit, performance or related activities, except for those losses or claims arising from the sole or willful negligence of the Company.

The validity, interpretation and effort of this contract and any Addendum or Schedule attached thereto shall be governed by the laws of Kenya. The laws of Kenya shall govern all rights, obligations, remedies and liabilities arising pursuant to this contract and any Schedule(S) attached thereto. Venue for any legal action relating to this contract shall be in The Kenyan Courts of Judicature.

With the exception of Artist(s), performers and their employees or contractors; all stagehands, stage carpenters, electricians, electrical operators and other support personnel required for this performance shall be employees of the Company or subcontracted by the Company.

Only those items or services specifically delineated in this contract and any Schedules attached hereto are being provided or paid for by the Company. No additional costs for items or services will be borne by the Company without its prior expressed written consent.

Artist(s) shall be solely responsible for the payment of any and all royalty fees payable as a result of the performance of any copyrighted music or matters performed pursuant to the copyright laws of the Kenya or any other country and will hold The Company harmless and indemnify the Company from any claims therefrom.

The Company agrees to exercise reasonable care to prevent the recordation, reproduction or transmission of the performance of Artist(s), in any manner or means whatsoever, in the absence of a specific written agreement with Artist(s) to the contrary. Any agreement to permit recordation, reproduction, or transmission of this performance must be in writing and attached to this agreement as a rider in order to be binding upon the parties of this agreement.

Any person/entity executing this contract, other than Artist(s), expressly warrants that he/it is authorized to execute this contract for Artist(s) for this engagement at the time and place specified in this contract.

This contract shall not be binding upon the Company until fully executed, including signing and initialing of any changes by the parties hereto, or their authorized representatives, and delivered to the Company at least 7 days prior to the date of performance.

The Company’s representatives signing this agreement certify that they sign as properly authorized representatives of the Company and do not assume any personal liability for meeting the terms of this contract.

The Company may modify this contract provided written notice is given to Artist(s). Both parties must initial all additions and deletions to this contract and its Schedule(s) and addendums in order to be valid. This contract and any Schedule(s) or addendums attached thereto represents a complete and final expression of the parties’ agreement. The parties will therefore be responsible only for those items expressed in this contract and any schedule(s)/addendums attached thereto, irrespective of any additional or contrary oral or written statements or representations.

The Company is an Equal Opportunity. It does not discriminate on the basis of race, age, color, sex, sexual orientation, national and ethnic origin or handicap in administration of its policies.

The artist(s) shall not discriminate in any manner against any employee, or applicant for employment because of race, sex, age, color, physical or mental handicap, marital status, religion, national origin or political affiliation.

If Artist(s) fail(s) to fulfill its obligations under this agreement properly and on time, or otherwise violates any provision of this agreement, the Company may terminate the agreement by written notice to Artist(s) without any obligation on the part of the Company. Artist(s) shall remain liable after the termination for any damages caused by Artist(s) breach. The notice shall specify the acts or omissions relied on as cause for termination. The Company shall pay Artist(s) fair and equitable compensation for satisfactory performance rendered to the Company prior to the receipt of the notice of termination by Artist(s), less the amount of damages arising from the breach of contract by Artist(s). In the event that the Company’s damages exceed the compensation payable to Artist(s), Artist(s) shall remain liable after termination and the Company may affirmatively collect damages.

It is mutually agreed that any attached contract, or any schedule(s)/addendums thereto, by and between the Company and Artist(s) pertaining to this engagement is supplemental and subordinate to this entertainment Contract. The terms and conditions of this Entertainment Contract and the rights, privileges, duties, and obligations arising pursuant thereto shall at all times and in all events and situations be controlling and prevailing.

If in the Company’s sole determination, the Artist(s) or their performers or employees appear on or near the performance site noticeably under the influence of alcoholic beverages, narcotics, drugs, or other controlled substances, or exhibit behavior, conduct or acts that would reflect negatively upon the Company or are socially unacceptable as determined by the Company or its staff, the Company shall have the right to terminate this contract and/or trespass and have the offenders removed from the premises with no liability on the part of the Company. The Artist(s) shall be liable to the Company for payment within thirty (30) days after demand of all of Company’s costs, expenses, damages, and claims resulting from such cancellation, including reasonable attorney’s fees and costs incurred in the enforcement of this provision. Artist(s) acknowledge(s) that no weapons of any kind, alcoholic beverages, narcotics, drugs, or other controlled substances are permitted on or to be consumed on Venue/Company’s designated venue or at or near the performance site. Non-alcoholic beverages as requested by Artist(s) should be provided if separately agreed to in writing by the Company and Artist(s).

In the event that Artist(s) desire(s) to have souvenir concession rights at the performance, those rights shall be subject to approval by the Company, and controlled by all applicable Company rules and regulations and such other requirements as the Company may invoke. Artist(s) will be responsible for State sales tax and any vendor’s fees, etc. required by law. The Company shall not be held responsible for the security or storage of Artist(s) souvenir concession goods or items and Artist shall hold harmless the Company and its staff, or volunteers who might assist the Artist(s) with their souvenir concession activities.

The Artist(s) and performers acknowledge that each of them has received a copy of an executed copy of this contract and will be sensitive to the commonly accepted local standards of civility and conduct incidental to their performances.

In the event any of the provisions of this agreement are rendered to be invalid, illegal or unenforceable for any reason, the remainder of this agreement shall remain in full force and effect and shall be binding on the parties hereto.

Time shall be of the essence in respect of all the obligations of the Buyer under this Agreement.

**22. GENERAL**

22.1. No failure or delay to exercise any power, right or remedy by a Party shall operate as a waiver of that right, power or remedy and no single or partial exercise by that party of any right, power or remedy shall preclude its further exercise or the exercise of any other right, power or remedy.

22.2. The rights and remedies of the Parties provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

22.3 The Parties intend that the contents of this Agreement shall be legally binding and enforceable.

22.4 Each of the provisions of this Agreement is severable and distinct from the others and, if at any time one or more of these provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

22.5 No amendment or variation to this Agreement shall be effectual or binding on the parties hereto unless it is in writing and duly executed by or on behalf of the parties hereto.

22.6 This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall together constitute one and the same instrument.

22.7 This Agreement constitutes the whole Agreement between the parties hereto in relation to the subject matter of this Agreement and no variations thereof shall be effective unless made in writing and signed by all the parties. This Agreement supersedes and replaces any Agreement whatsoever that may have subsisted between the parties hereto in any way relating to the subject matter.

22.8 The construction, validity and performance of this Agreement shall be governed by and construed in accordance with the laws of Kenya and the parties hereby agree to submit to the jurisdiction of the Kenyan courts.

22.9 Each of the parties hereby agrees and confirms for the purposes of the Law of Contract Act (Chapter 23, Laws of Kenya) and the Companies Act that it has executed this Agreement with the intention to bind itself to the contents hereof.

**IN WITNESS** **WHEREOF** this Agreement has been duly executed the year and date first hereinabove written:

**SIGNED** on behalf of **\_\_\_\_\_\_\_\_\_\_\_** ]

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LIMITED** ]

by: ]

]

Director ] …………………….

]

**In the presence of** ]

]

**Witness** ] Signature: …………………………….

] Name: …………………………….

] Date: …………………………….

**SIGNED** on behalf of **\_\_\_\_\_\_\_\_\_\_\_** ]

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LIMITED** ]

by: ]

]

Director ] …………………….

]

**In the presence of** ]

]

**Witness** ] Signature: …………………………….

] Name: …………………………….

] Date: …………………………….

**SCHEDULE 1**

**Name of Artist, Entertainer, Show, Event:**

**Date(s) of Event:**

**Campus Location of event**

**Type of Show/Event:**

**Hours of Performance:**

**Timeframe Artist Will Arrive on Campus:**

**Special Provisions/Requests: Use schedule 1**

**Compensation:**

**Compensation/Agreement: Kshs. be paid at completion of**

**performance/service, day of show.**

**Payment Agreement:**

**Check(s) to be issued to: Check One: Agent  Artist  Company**

**Name**

**Address:**

**Phone Contact(s):**

**Email:**

**NATIONAL IDENTIFICATION Number:**

**Drawn By: -**

**CM Advocates LLP**

I & M Bank House, 7th Floor

2nd Ngong Avenue

P.O. Box 22588 - 00505

**Nairobi.**

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