

THIS AGREEMENT is made this 11<sup>th</sup> day of September, 2018

**9 Stream** (hereinafter referred to as "**The Organizer**") of the one part

AND

..... of LAGOS,  
NIGERIA hereinafter referred to as "**PARTICIPANT**" (which expression shall where the  
contenxt so admits include Their heirs and personal representatives and  
managements)  
of  
the other part.

**WHEREAS:**

1. The Organizer is a streaming platform involved in the organisation of the live reality tv show.
2. .... is a Participant.
3. The Organizer wishes to engage the services of ..... in  
a  
Reality Tv /Live Performance in Lagos for a period of 45 Days.
4. The Reality Tv Show will be recorded everyday for a period of 45 Days
5. That Participant is willing and agrees to render said services

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

**COMMENCEMENT AND TERM**

5. This Agreement comes into force on the 16<sup>th</sup> day of October, 2018.

**SERVICES**

6. 9 Stream .....Nigeria hereby engages ..... to stage a live performance / Reality Tv Show in Lagos and other locations across Africa .
7. The Participant shall be willing to participate if there is a promotional campaign leading up to the Live Shows with full commitment to the purpose of this Agreement.
8. The performance shall commence at the time organizer wishes (Local Time)

thereabouts, and shall last for a minimum of 45 Days. Provided that Participant may be called upon for an *encore* as the circumstances may dictate.

9. Artistes shall have arrived the venue of the Live Show not later than One Day (24 Hrs) to the commencement of the live show.

#### **CONSIDERATION**

10. Subject to the fulfilment of Their obligations under this Agreement, 9 Stream hereby undertakes to pay Participant ( \$100,000) Only.
11. Organizer shall pay the sum(s) considered upon the execution of this contract
12. The mode of payment shall be by wire transfer.

#### **ORGANIZER'S WARRANTIES AND OBLIGATIONS**

13. The Organizer covenants to provide, accommodation for the live show at its own expense, (feeding inclusive) and management throughout the duration of the live show.
14. The Organizer hereby undertakes that it will indemnify and hold harmless the Participant and her team from any and against losses, liabilities, costs, claims, damages, expenses, ("losses") ( Including, reasonable legal fees) including, claims, losses, liabilities, costs damages and expenses arising from any third party which as to do with the contracted service.) Which arise as a result of negligence or any action or activity on the part of the organizer/Event Promoter, while Participant Is rendering and after the contracted services( Provided that all claims , liabilities, costs, damages, as expenses as to do with the Reality Tv Show) except for claims arising from Participant's wilful misconduct or gross negligence.

#### **INSURANCE POLICY**

15. The Organizer shall obtain insurance policies with a reputable insurance company at his own expense, which shall cover the duration of the reality tv show. The Organizer shall not be liable as regards any health or personal impediment/ hazards, which may arise in the course of the duration of the reality tv show which ordinarily should be adequately covered by the policy. PROVIDED THAT where Artiste and management are unable to fulfill her obligation under this contract due to illness, She must adequately inform the Organizer at the earliest time possible, and refund any monies advanced to her in furtherance of this contract.

**THE PARTICIPANT HEREBY COVENANTS WITH THE ORGANIZER ON THE FOLLOWING TERMS:**

**EXCLUSIVITY**

20. To work exclusively with the organizer for the duration of the contract and to desist from partnering with any individual, company, body corporate or the likes for similar projects within the time specified.

**CONFIDENTIALITY**

21. The Participant shall not at any time disclose any concept, technique or requisite information regarding the reality tv show. They shall not in addition make or make available for release any information pertaining to the reality tv show to any person or allow the use thereof for any purpose whatsoever without the prior written consent of the Organizer.
22. The Participant covenants that they have not been convicted of any offence and not liable to any investigation under any laws in force in respect to any civil or criminal proceedings for which upon conviction will be sentenced to a term of imprisonment or payment of a specific fine.

**DEFAMATION**

23. The Participant and Organizer shall not in any capacity whatsoever damage the character or reputation of the other either by way during a period of at least one year from the date this agreement is determined either by expirations or termination as a result of breach under the terms and conditions of the contract.

**INFRINGEMENT OF EXISTING RIGHTS**

25. The Participant covenants that they shall not infringe upon the Intellectual Property Rights of any person under this contract. If however, she defaults under this term, she shall so indemnify Organizer in the appropriate circumstances.

**ASSIGNMENT OF PERFORMERS RIGHT**

26. With their consent, The Participant hereby assigns and or confers exclusive license to the Organizer in respect to the live show or performance and every subsequent recordings, live broadcast, adaptation and reproduction in any material form. PROVIDED ALSO that where a work is made by the Participant in the course of his employment under this contract, the Organizer shall retain the ownership of copyright in such work in so far as the copyright relates to the reproduction of the work for the purpose of its publication whether in the electronic or print media.

## **FOOTAGE**

27. The Participant covenants that the footage of the reality tv show may be combined with other footage images, text and graphics whether edited or modified.

## **INDEMNITY**

28. The Participant covenants to indemnify the Organizer of any loss, claims, and suit and cost which may arise out of the breach of the terms of this contract or laws applicable at the place of performance of the contract arising from Participant's wilful misconduct or gross negligence.

## **ADHERENCE TO APPLICABLE LAWS**

29. Participant s covenants to discharge all obligations as an independent contractor, under any and all laws whether existing or in future, including but not limited to social security laws, workers compensation insurance, income taxes, state employment insurances, rates and taxes pay taxes or contributions, public liability insurance and any other charges rates, and taxes payable in the contract of this nature. **PROVIDED THAT** Artiste shall hold Organizer harmless in respect of this clause and shall in addition indemnify the organizer where default arises out of breach.

## **CONTROL OF PERFORMANCE AND DAMAGES**

30. Participant covenants to control the details and manner of performance **PROVIDED THAT** the Organizer shall reserve the right to discontinue any activity constituting violation of relevant/ applicable by law

## **IMMIGRATION**

31. Participant further states within this agreement that they shall not knowingly or intentionally violate the provisions of the Immigration laws as applicable in the place of the reality tv show, If default is made herein, he shall be solely liable before the law.

## **THE ORGANIZER EQUALLY COVENANTS ON THE FOLLOWING TERMS:--**

### **PARTICIPANT'S NAME**

32. The Organizer covenants to use Participant's name in all promotional materials including for instance: flyers, posters, TV placements, advertisements and all other visual communication related to the Artiste for the purpose of the event.

## **SECURITY**

33. The Organizer further covenants at its expense to provide adequate security personnel for Participant throughout the duration of the reality tv show as provided by this contract. This would be in respect of accommodation, trip to and from airports,

during the reality tv show or show and in all other circumstances and conditions necessary for the duration of the reality tv show and as specified in this contract.

**PROVIDED** the Organizer shall escape liability if breach occurs under this clause in situations Participant acts outside the purview of this contract and in circumstances not directly connected to the purpose of this contract.

#### **EQUIPMENT**

34. All equipment shall be provided by the Organizer and shall remain under his complete supervision, direction and control. This responsibility shall be dissolved in case of any equipment not specifically stated in the Performance Rider attached to this agreement.

#### **MERCHANDISING**

35. The Participant shall reserve an option to sell his autographed to attendees at the show events and shall retain proceeds thereof. **PROVIDED** that she shall bear the cost of remunerating sales assistants and agents used for the purpose

#### **UNFORESEEN CIRCUMSTANCES**

36. In cases of Flood, strikes, riots, act of God and circumstances not within human ingenuity, this contract shall stand frustrated, and or suspended to be rescheduled to another time. **PROVIDED THAT** where this contract stands frustrated as a result of unforeseen circumstances, the Participant will not be liable to refund any money advanced to Them. In a situation where organizer changes Dates, Participant will be willing to workout a new date if Their schedule permits it. How ever if it is not possible, Participant are not liable to refund any payment.

#### **APPLICABLE LAW**

37. The law of Contract shall govern this Agreement and other applicable laws in the circumstances as obtained in jurisdictions both parties reside.

#### **ALTERNATIVE DISPUTE RESOLUTION MECHANISM**

36. Recourse shall be first had to Arbitration under the Arbitration and Conciliations act 2004 if in Nigeria, and any applicable Arbitration law settling disputes, which may arise in the course of this contract. The Contract can only be enforced by the undersigned and is binding and valid only when the parties below and when Participant received the deposit as listed in the payment schedule.

#### **SUPREMACY PROVISION**

38. This present supersedes all prior agreements verbal or written with the exclusion of the Performance Rider provided by the Participant. Any addenda or omissions to this agreement shall be made in writing and endorsed by parties.

**SIGNED**

**BY THE WITHIN NAMED" ORGANIZER" .....**

**IN THE PRESENCE OF:**

**NAME: .....**

**ADDRESS: .....**

**OCCUPATION: .....**

**SIGNATURE: .....**

**DATE: .....**

**SIGNED**

**BY THE WITHIN  
NAMED "PARTICIPANT" .....**

**IN THE PRESENCE OF:**

**NAME: .....**

**ADDRESS: .....**

**OCCUPATION: .....**

**SIGNATURE: .....**

**DATE: .....**