

QUALITY OVERSEAS MUSIC

200 W. 85TH STREET, #2F NEW YORK, NY 10024
WWW.QUALITYOVERSEASMUSIC.COM

REPRESENTATION AGREEMENT

This agreement for agency services (the “**Agreement**”) is made on made on this day 31
(DAY)
of May, 2018 between *Quality Overseas Music LLC*, a New York Limited
(MONTH) (YEAR)
Liability Company (herein after called the “**Agent**”) and Sophie Creutz residing in
(ARTIST FULL NAME)
Highland Park, IL (Herein after called the “**Artist**”).
(CITY, COUNTRY)

1. SERVICES:

The Artist hereby retains the services of Quality Overseas Music LLC to act as his/her exclusive agent for seeking and concluding agreements for the services of the Artist as MUSICIAN (the “Shipboard Position”) or for any other tasks related to the activities to be executed aboard any seagoing vessel (the “Venue”) operated by Princess Cruise Lines (hereinafter called the “Client”).

2. EXCLUSIVE RELATIONSHIP:

During the entire duration of this agreement, as well as any extension or renewal thereof, the Artist hereby agrees to refer directly to the Agent for all matters regarding his or her hiring or employment with the Client, to refrain from dealing or otherwise negotiating with the Client, and to direct the Client (as represented by any of its members, manning agents, directors, or owners) to the Agent for all such matters; it is clearly understood, however, that the Artist may deal directly with the Client for any matters related directly to day-to-day execution of activities in the venues.

In the event that Artist fails to abide by this clause, or attempts to circumvent it, for instance by terminating the present Agreement and signing a new Agreement with the Client without the participation of the Agent, the Artist shall compensate Agent for all attorney’s fees required to enforce this Agreement, and pay Agent a Commission at two times the rate specified in Section 9 (Commission).

3. TERMS OF AGREEMENT:

This Agreement shall remain effective and binding for all contracts between the Artist and the Client. The Agreement may be terminated either (i) in the sole discretion of Quality Overseas Music LLC, upon written notice to the Artist; (ii) by the mutual agreement of Quality Overseas Music and the Artist, in writing; or (iii) Should the Artist have a lapse in employment with the Client for 24 consecutive months, such period commencing from the last day of the Artist’s most recent assignment with the Client. This agreement would be reactivated after any lapse and become valid should the Agent re-engage the Artist with the Client.

4. INDEPENDENT CONTRACTOR:

The Artist acknowledges and agrees that the Artist is not in any manner an employee of the Agent and that the Artist is an independent contractor. The Agent shall not be liable for the payment of any taxes on behalf of the Artist, and the Artist must independently arrange for withholding of any deductions at source or any other taxes.

Both parties declare and confirm that they act as independent contractors, and that this Agreement does not constitute, nor shall it be interpreted as creating or intending to create any form of society, association, partnership or profit sharing, nor as a contract of employment under applicable laws, and this, despite the fact that the Agent may receive and remit to the Artist salary or other form of remuneration from the Client.

5. ARTIST RESPONSIBILITIES:

The Artist agrees to be bound by and to fully comply with all rules and policies set out by the Client, and that all such rules and policies shall be deemed a material part of this agreement. The Artist agrees that failure to do so may result in dismissal from any Venue and the termination of any agreement with the Client, without further notice and remuneration. When necessary and upon request by the Agent or the Client, the Artist agrees to cure any failure to abide by Client rules and policies with the least possible delay.

6. DEFENSE AND INDEMNIFICATION:

Artist agrees to defend, indemnify, and hold harmless Agent from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Artist in connection with the performance of the Artist's obligations under this Agreement. Artist also agrees to defend, indemnify, and hold harmless Agent from any liability resulting from any claim, action or cause of action, which may be asserted by third Parties arising out of the performance of Artist's obligations pursuant to this Agreement.

7. WAIVER OF LIABILITY:

The Artist releases the Agent from all liability relating to injuries that may occur in connection with the performance of the Artist's obligations under this Agreement. The Artist agrees to hold the Agent entirely free from any liability, including financial responsibility for injuries incurred, regardless of whether injuries are caused by negligence. The Artist releases the Agent from any liability including financial responsibility in the event of a cancelation or postponement of an assignment by the Client.

8. REPRESENTATION:

The Artist represents that he/she is 21 years or older, and has full capacity, whether factual, legal or contractual to sign and execute all terms of this Agreement and that he/she is not prevented nor limited for any reason and in any manner to sign and execute this Agreement or any part thereof; that he/she has read and understands fully the terms contained herein. The Parties hereto each acknowledge that they are entering into this Agreement of their own free will, having been given a full and fair opportunity to consult with counsel.

9. COMMISSION:

The Artist that he/she will pay the Agent 10% his/her gross monthly salary. The commission payment will be due on the last day of each month via PayPal, Money Order or ACH bank transfer.

10. ATTORNEYS' FEES:

In the event that either Party breaches any portion of this Agreement, the prevailing Party in an action to enforce this Agreement may recover from the other its attorneys' fees and costs.

11. MISCELLANEOUS:

This Agreement shall be interpreted, enforced and governed by the laws of the State of New York, without regard to principles of conflicts of law. The Parties further agree to submit any disputes under this Agreement to either the courts of the State of New York and/or to the United States District Court for the Southern District of New York, and to waive any objection to personal jurisdiction or venue.

The waiver by any party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

This Agreement shall not be modified, amended, suspended, waived or terminated except by a written agreement signed by all parties to be bound.



ARTIST SIGNATURE

DATE

QUALITY OVERSEAS MUSIC/DAN BOLTON

DATE