CONTRACT

Lí-Lí Octave Performance booking for Jazz, Creole and Whine 2025

Service Provider

Client

Wai'tuMusic

Jazz, Creole n' Whine

31 Bath Estate Roseau St George

00152 Dominica Roseau 00152 Dominica

Start Date:

03-14-2025

End Date:

05-01-2025

Prepared By:

Wai'tuMusic

Contract ID: WM-CO-00025

Value: \$4,000.00

Status: Awaiting Signatures

This agreement (the "Agreement"), dated **03-14-2025**, is between Mr Dorian J. Harris representing **Jazz, Creole n' Whine** (the "CLIENT") and **Wai'tuMusic** (the "SERVICE PROVIDER") acting on behalf of Ms Lí- Lí Octave, (the "ARTIST").

DEFINITIONS

At all times the definition of the word:

CLIENT shall refer to the legal entity that is engaging this production, which includes musicians, staff, management, etc. of **Jazz, Creole n' Whine**.

EVENT shall refer to:

VENUE shall refer to the location in which the production shall take place:

PERFORMANCE shall refer to the musical performance of the ARTIST.

 ${\tt ARTIST} \ shall \ refer \ to \ the \ musical \ talent \ contracted \ to \ perform \ the \ {\tt PRODUCTION} \ by \ the \ {\tt CLIENT}:$

SERVICE PROVIDER shall refer to the representative(s) of Wai'tuMusic.

BAND shall refer to the collective providing musical accompaniment, inclusive of musicians and background vocalists, to the ARTIST.

SERVICE PROVIDER and BAND members are:

Membership	Role	Name
BAND	Drummer	Michaj Smith / Karlvin Deravariere
BAND	Bass	Anika Luke-Balthazar / Kelvin Henderson
BAND	Guitar	Benton Julius
BAND	Keyboard	Dean Vidal
BAND	Background Vocalist (Tenor)	Vernella Williams / Esther Letang

BAND	Background Vocalist (Soprano)	Josea Massicot-Daniel / Jessia Letang / Philsha Pendenque
SERVICE PROVIDER	CEO	Mr Lindsay George
SERVICE PROVIDER	CFO	Ms Joyette Pascal
SERVICE PROVIDER	Marketing Manager	Mrs Davina Boston-George
SERVICE PROVIDER	Business Administrator	Ms Kay Louisy

TERMS

All equipment, materials, personnel and/or labor specified in this rider will be provided by the CLIENT, at the CLIENT's own expense (except where this rider specifically states otherwise).

Upon completion of the agreement or sixty (60) days prior to performance, the CLIENT shall provide to the SERVICE PROVIDER, plans and information about the VENUE including a stage and seating diagram, backline lists of lighting, audio and projection equipment, as well as any additional information such as working hours or labor stipulations that may be vital to the planning of this engagement, as applicable.

All video, projection, audio and lighting components, as described below, must be set-up, tested, and fully operational before first rehearsal of the PERFORMANCE, whether that rehearsal is with or without the BAND.

The PERFORMANCE as the musical content contribution to the EVENT may not be changed or altered in any way except by the SERVICE PROVIDER.

The PERFORMANCE duration, in minutes, is approximately:

MUSIC SOUND REINFORCEMENT SYSTEM EQUIPMENT RENTAL

The cost of music sound reinforcement system equipment rental for the PERFORMANCE is the responsibility of the CLIENT.

STAGING

We understand the basic stage layout for the PRODUCTION will be largely predetermined. The stage is to be set-up according to the Stage Plot (see final page of rider) in advance of the first rehearsal.

BAND DRESS CODE

SERVICE PROVIDER requests knowledge of any special/sensitive/important attire requirements of the BAND in advance of PERFORMANCE.

BAND MAKEUP

Unless otherwise negotiated with SERVICE PROVIDER, the BAND shall comprise the following rhythm section musicians as follows:

Role in BAND	<u>Quantity</u>
Drummer	1
Bass Player	2
Guitarist	1
Keyboardist	1
Background Vocalist	2
<u>Total</u>	7

SERVICE PROVIDER Provides (unless otherwise negotiated in writing):

ARTIST

BAND MAKEUP as aformentioned (immediately preceding section) for the sake of the PERFORMANCE.

CLIENT Provides (unless otherwise negotiated in writing):

One (1) small table or other secure means on which to rest ARTIST's Tambourine and shaker

One (1) Performance Stage

Stage Lighting

Sound Reinforcement System

Audio/Video Recording

Audio/Video Streaming

Photography

RHYTHM SECTION BACK-LINE EQUIPMENT

CLIENT shall provide the following equipment, or equivalent. This list is subject to change, and it is the responsibility of the CLIENT to confirm the back-line requirements for the purpose of high quality sound reinforcement:

Aguilar Tone Hammer 500 Bass Head with 8 X 10 cabinet (preferred) or equivalent

Fender twin reverb guitar amp or equivalent

Drum Set Preference (or equivalent):

- 1. DW fusion drum kit (14" snare; 10", 12", 16" toms)
- 2. DW 5000 kick pedal
- 3. Meinl byzance cymbals (14" hi hat, 16" crash, 17/18" crash, 8" splash, splash stack, ride)
- 4. Five (5) cymbal stands

In addition to a high-quality sound reinforcement system, CLIENT shall provide the following equipment, or equivalent, and staffing necessary for sound reinforcement:

Mics, Monitors, Other:

One (1) wireless mic for ARTIST (Shure SM58 or equivalent

Wedge monitors (sufficient for stage size) or in-ear monitors for BAND

Small table upon which to rest ARTIST's Tambourine and shaker

In-ear Monitor XLR/TRS connection for ARTIST

Suggested On-Stage Mix Groups:

One (1) of ARTIST

One (1) of background vocalist(s) (as necessary/if possible)

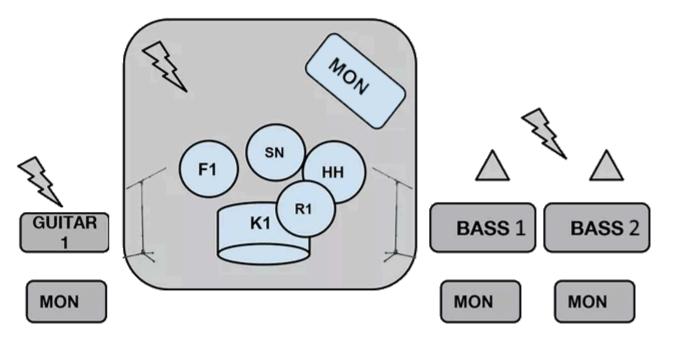
One (1) of BAND

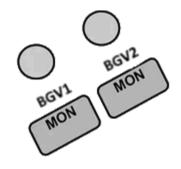
Lí-Lí Octave

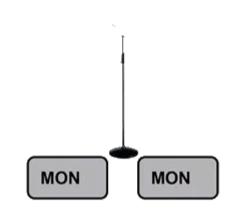


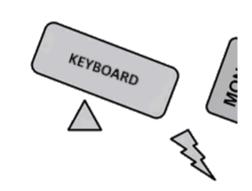
STAGE PLOT











MIXER INPUT PATCH LIST

Channel	Instrument or Vocal Input
Ch 1	Kick In
Ch 2	Kick Out
Ch 3	Snare Top
Ch 4	Snare Bottom
Ch 5	Hi Hat
Ch 6	Rack Tom 1
Ch 7	Rack Tom 2
Ch 8	Rack Tom 3 / Floor Tom
Ch 9	Over Head Left
Ch 10	Over Head Right
Ch 11	Bass DI
Ch 12	Bass Mic

Ch 13	Guitar 1
Ch 14	Guitar 2
Ch 15	Percussion – Electric Floor Tom
Ch 16	Percussion – Cow Bell
Ch 17	Keyboard 1 – Left
Ch 18	Keyboard 1 – Right
Ch 19	Keyboard 2 – Left
Ch 20	Keyboard 2 – Right
Ch 21	Keyboard 3 – Left
Ch 22	Keyboard 3 – Right
Ch 23	Keyboard 4 – Left
Ch 24	Keyboard 4 – Right
Ch 25	Brass
Ch 26	Brass
Ch 27	Brass
Ch 28	Brass
Ch 29	Brass
Ch 30	Brass
Ch 31	Brass
Ch 32	Brass
Ch 33	Background Vocals 1
Ch 34	Background Vocals 2
Ch 35	Background Vocals 3
Ch 36	Lead Vox – Spare
Ch 37	Lead Vox
	Only Channels Highlighted in Gold/Bold are Applicable

Song	Performer/Writer	Notes
Hello Dolly	Louis Armstrong	
Four Women	Nina Simone	
They All Laughed	Sarah Vaughn	
Wonderful World / Favourite Things	Louis Armstrong / Julie Andrews	
Sunday Night	Lí-Lí Octave and LiiMiiiX	
Beautiful Overture	Lí-Lí Octave	
Beautiful Things	Lí-Lí Octave	
Learning to Love You	Lí-Lí Octave	
Cupid Overture	Lí-Lí Octave	
Are You Cupid	Lí-Lí Octave	
Something Special	Lí-Lí Octave	
Self Love	Lí-Lí Octave	
Sorry	Lí-Lí Octave	
Lavidoo Funk	Lí-Lí Octave and LiiMiiX	
Mind your GD Business	Lí-Lí Octave	
Good Life	Lí-Lí Octave	

LIGHTING

All lighting equipment and/or changes to the house light plot, including color changes, are to be pre-hung prior to the arrival of THE ARTIST, BAND, or SERVICE PROVIDER for the rehearsal for the PERFORMANCE. PERFORMANCE requires the following:

One-two (1-2) follow spots/spotlights for the ARTIST (as applicable)

Gels for Pops lighting (variety of colors and patterns) (as applicable)

PROJECTION/VIDEO

PERFORMANCE includes an optional projection design at no additional cost. In the case that CLIENT elects to include the projections, SERVICE PROVIDER or VENUE shall provide the necessary personnel, equipment, cables, distribution amplifiers, scalers and splitters, as required. SERVICE PROVIDER shall provide the graphic or pictures in acceptable format.

REHEARSALS

One (1) 60 minute sound check/rehearsal for the BAND and the ARTIST is required.

HOSPITALITY AND DRESSING ROOMS

SERVICE PROVIDER requests one (1) dressing room for the ARTIST (female), female members of the BAND, and the rest of the BAND (males). Dressing room should be stocked with towels or paper towels. PRODUCER and ARTIST require free access to the internet (if available) for duration of engagement.

A refreshment table must be set-up in or near the dressing room area, made available to ARTIST and BAND, and include the following:

Bottle(s) of spring water (room temperature)

A variety of fruit juices (orange is preferred)

Hot water, honey and lemon for tea

Coffee

TRANSPORTATION

Unless otherwise negotiated with SERVICE PROVIDER, CLIENT shall schedule ground transportation rides for ARTIST, BAND and SERVICE PROVIDER, so that they arrive at VENUE a minimum of thirty (30) minutes before rehearsal begins and a minimum of sixty (60) minutes before performance.

MERCHANDISE

CLIENT agrees to make provision for ARTIST/SERVICE PROVIDER, if possible, to sell PERFORMANCE-related merchandise, where ARTIST has the option to greet audience following performance, to take photos, conduct interviews, and autographs, as possible. The SERVICE PROVIDER shall retain the right to provide its own banners, signage, and table signage that is recommended for such use.

COMPLIMENTARY TICKETS

CLIENT agrees to furnish SERVICE PROVIDER with complimentary tickets, as per booking agreement.

ARCHIVE AUDIO OR VIDEO

If CLIENT or VENUE wishes to make an archival or video copy of rehearsal(s) or live performance of PERFORMANCE, the SERVICE PROVIDER must give written approval for such requests a minimum of 48 hours in advance of taping. Upon such approval, CLIENT agrees to provide the SERVICE PROVIDER with a copy of such audio or video at no charge.

ARCHIVE AUDIO OR VIDEO

The CLIENT may choose, upon written agreement with SERVICE PROVIDER, to supply its own photographer to photograph rehearsals and/or performances for publicity and promotion purposes. SERVICE PROVIDER agrees to grant the CLIENT such rights, and the CLIENT agrees to supply copies of photographs to SERVICE PROVIDER at no charge.

ARCHIVE AUDIO OR VIDEO

The PERFORMANCE's musical content may not be changed or altered in any way except by the SERVICE PROVIDER. The following credit information must be printed verbatim in all audience program books:

a. The logos, credit information for the SERVICE PROVIDER, and set list complete with songwriters (an example of which is included below), must be printed verbatim in all audience program books, as applicable. It is the responsibility of the CLIENT to contact the SERVICE PROVIDER for updated program information prior to printing their programs. It is also the responsibility of CLIENT to request high-quality copies of all logos and photos of the ARTIST or BAND from the SERVICE PROVIDER. Please contact waitumusic@gmail.com for logos and official photos. CLIENT must submit a proof of the audience program book to SERVICE PROVIDER before printing.

CONTRACT DURATION AND PREPARATION

The SERVICE PROVIDER will instruct ARTIST and BAND to begin preparation for performance from **03-14-2025** and will perform on **05-01-2025** for 1 hour.

<u>PAYMENT</u>

The CLIENT will pay the SERVICE PROVIDER a sum of \$4,000.00. Of this, the CLIENT will pay the SERVICE PROVIDER a 50% deposit, before PERFORMANCE begins. In case of cancelation of the EVENT by CLIENT, CLIENT shall be liable to pay the SERVICE PROVIDER a minimum of 25% of the total **PERFORMANCE COST** if the cancellation occurs prior to two weeks before 05-01-2025, and the full 50% deposit if the cancellation occurs within a two week window prior to 05-01-2025.

Description	Qty	Unit	Rate	Total
Lí-Lí Octave accompanied by her music collective: LiiMiiX	1	performance	5,500.00	5,500.00

-\$1,500.00	Discount (Fixed)
\$4,000.00	Total

The SERVICE PROVIDER will invoice the CLIENT prior to 05-01-2025.

The CLIENT agrees to pay the SERVICE PROVIDER in full within **7 days** of receiving the invoice or by the **05-01-2025**, whichever is sooner. Payment after that date will incur a late fee of **\$500 per month**.

EXPENSES

The CLIENT will reimburse the SERVICE PROVIDER's event related expenses as applicable. Expenses shall be pre-approved by the

OWNERSHIP AND AUTHORSHIP

Ownership: The CLIENT owns all PERFORMANCE (excluding any inherent intellectual property rights of the SERVICE PROVIDER or ARTIST for example song copyrights) once the CLIENT has paid the SERVICE PROVIDER in full.

Authorship: The CLIENT agrees the SERVICE PROVIDER may showcase the PERFORMANCE in the SERVICE PROVIDER or ARTIST's portfolio and in websites, printed literature and other media for the purpose of recognition.

CONFIDENTIALITY AND NON-DISCLOSURE

Each party confirms to the other party that it will not share information that is marked confidential and non-public with a third party, unless the disclosing party gives written permission first. Each party must continue to follow these obligations, even after the Agreement ends.

REPRESENTATIONS

Each party confirms to the other party that it has the authority to enter into and perform all of its obligations under this Agreement.

TERM AND TERMINATION

Either party may end this Agreement at any time and for any reason, by providing 14 days' written notice.

The CLIENT will pay the SERVICE PROVIDER for all work that has been completed when the Agreement ends and shall immediately reimburse the SERVICE PROVIDER for any prior event-related expenses.

LIMITATION OF LIABILITY

The PERFORMANCE is presented "as is" and the SERVICE PROVIDER's maximum liability is the total sum paid by the CLIENT to the SERVICE PROVIDER under this Agreement.

INDEMNITY

The CLIENT agrees to indemnify, save and hold harmless the SERVICE PROVIDER and ARTIST and BAND from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party as a result of the work the SERVICE PROVIDER, ARTIST, and BAND has done under this Agreement.

GENERAL

Governing Law and Dispute Resolution. The laws of **Dominica** govern the rights and obligations of the CLIENT and the SERVICE PROVIDER under this Agreement, without regard to conflict of law provisions of that state.

NOTICES

All notices to either party shall be in writing and delivered by email or registered mail. Notices must be delivered to the party's address(es) listed at the beginning of this Agreement.

SEVERABILITY

If any portion of this Agreement is changed or disregarded because it is unenforceable, the rest of the Agreement is still enforceable.

ENTIRE AGREEMENT

This Agreement supersedes all other prior Agreements (both written and oral) between the parties.

Service Provider Client

Wai'tuMusic Unsigned

Date: 04-20-2025