Contract for entertainment services

This agreement sets out the terms and conditions under which Mr. Danny Da Rocha, trading under the business name “gigahire” (ABN 65 951 483 190) (“Gigahire”) will provide services to the Company (as defined in the Schedule).

It is agreed as follows.

1. Appointment
2. The Company appoints Gigahire to provide the Services (as defined in the Schedule) from the Commencement Date (as defined in the Schedule).
3. This agreement is automatically terminated on the Termination Date (as defined in the Schedule) unless extended as agreed by the parties in writing.
4. Location and time for providing the Services
5. Unless otherwise agreed by the parties in writing:
   1. Gigahire will provide the Core Services at the Core Services Time and on the Core Services Date (each as defined in the Schedule); and
   2. the Core Services will be provided by Gigahire at the location specified in the Schedule.
6. Fee and payment
7. The Company will pay Gigahire the Fee as set out in the Schedule and reimburse Gigahire for any out-of-pocket expenses reasonably and properly incurred in providing the Services.
8. Gigahire will, on the day after a Core Service Date, submit to the Company a tax invoice from <invoices@darocentertainment.com>, in respect of the Services provided by Gigahire and for any reasonable expenses incurred during that period with supporting documentation.
9. The Company will pay Gigahire the Fee within 7 days or receiving an invoice from Gigahire as described in clause 3(B) (above).
10. The Company will pay Gigahire the Late Fee for each day than an amount under an invoice from Gigahire as described in clause 3(B) (above) is outstanding for more than 7 days.
11. Indemnity
12. The Company shall, within 3 Business Days of demand, indemnify Gigahire from against any cost, expense, damage, tax, loss or liability (including legal fees) incurred by Gigahire as a result of:
    1. the breach of this agreement by the Company;
    2. investigating any event which Gigahire reasonably believes is a breach of this agreement by the Company; or
    3. a failure by the Company to pay any amount due under this agreement on its due date.
13. Relationship of the parties

Nothing in this agreement constitutes or deems Gigahire or any of its employees, contractors or staff to be an employee, agent, partner or trustee of the Company.

1. Non-compete
2. The Company agrees that during the term of this agreement and for a period of 24 months following the Termination Date, it will not engage any entertainment business similar to Gigahire to provide the Services without first offering the contract to provide the Services to Gigahire.
3. Clause 6(A) (above) applies unless this agreement has been terminated in accordance with clause 8 (*Termination*) (below).
4. Confidential information

Each party must not, either during or after the term of this agreement, without the prior consent of the other party, use or disclose, or cause or permit to be used or disclosed, any information that relates to the Services, each party, or each parties’ business or activities that are confidential in nature. This includes but is not limited to:

* + 1. technical information relating to the goods and services of each party’s business, including their use or performance;
    2. all information concerning the business, its methods of operation, marketing and other activities of each party; and
    3. competitive and financial information concerning the business of each party, which information, whether in the nature of trade secrets or otherwise, is not in the public domain.

1. Termination
2. If the Company considers that the Services provided by Gigahire are not of a satisfactory standard the Company agrees to issue a notice (“Intent of Termination Notice”) to Gigahire.
3. The parties agree to work together in good faith for 31 days after an Intent of Termination Notice is issued by the Company to Gigahire to improve the Services provided by Gigahire to the Company.
4. If after 31 days (as contemplated above) the Services provided by Gigahire are still not of satisfactory standard, the Company may terminate this agreement by providing 7 days of notice to Gigahire.
5. Other
6. This agreement contains the entire agreement and understanding between the parties with respect to the subject matter and supersedes all prior agreements and understandings between the parties in connection with it.
7. No amendment or variation of this agreement is valid or binding unless made in writing executed by both parties.
8. This agreement is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction there.
9. If any provision of this agreement or its applications is held to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of any other provisions and applications herein shall not in any way be affected or impaired.
10. This agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.
11. By signing this agreement both parties agree to and to be bound by the terms of this agreement.

Schedule

|  |  |
| --- | --- |
| **Company** | [*F45 Gym Campbelltown & F45 Gym Picton*] [*insert ABN*] |
| **Commencement Date** | [*insert first Saturday to provide Services*] |
| **Termination Date** | [*insert date that is 12 months from Commencement Date*] |
| **Core Services Time** | 6:00am to 9:30am |
| **Core Services Date** | Saturday |
| **Fee** | $400.00 (exclusive of GST if applicable) |
| **Late Fee** | $40.00 (exclusive of GST if applicable) |
| **Location** | DJ Services to be provided at:   * F45 Gym, Campbelltown; and * F45 Gym, Picton |
| **Services** | Core Services and Other Services |
| **Core Services** | 1 professional DJ |
| **Other Services** | General social media promotion |

*Signed for and on behalf of the Company:*

|  |  |
| --- | --- |
| Authorised representative | Witness |
| Name (please print) | Name (please print) |

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2019

*Signed for and on behalf of Gigahire:*

|  |  |
| --- | --- |
| Danny Da Rocha | Witness |
|  | Name (please print) |

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2019