

Mario II Tenore Performance Agreement

Client Information:

Client _____ Name: _____

Address: _____

Phone: _____ Email: _____

Event Information:

Event Date: _____ Event Start Time:

Event Venue and Address:

On-Site Contact/Coordinator:

Event Phone #1: _____

Fees:

___ Package #1 - \$XXX. Package only includes _____

___ Package #2 - \$XXX

Package includes _____

___ Hourly Rate beyond package described above - \$XXX Per Hour

___ Rehearsal Fee - \$XXX Per Hour (1 hr. minimum fee)

___ Cartage Fee (transport for performance at more than one location): \$XXX

___ Travel/Mileage Fee: \$0.67 per mile for events farther than 30 miles from my location in _____

Due Date of Fees:

A non-refundable deposit of 50% of the Fee shall be due immediately upon the signing of

this Agreement, to hold the Event date. The remaining balance shall be due prior to the performance at the Event. If the balance of Fees due is not received prior to the performance time, Performer may terminate this Agreement in their sole discretion and leave the Event. All payments will be made through the payment portal on my website at www.marioiltenore.com, by cash or by cashier's check.

Time of Performance:

If for some reason you are thinking of changing the time of the Event, please check with me first! It is quite common for me to have multiple gigs in a day that might prevent me from being able to accommodate a different starting time. I will try to accommodate any changes on starting time if I can. See "Performance Terms" below for more information.

1. INTRO

This Performance Agreement ("Agreement"), dated XXX, 20__ (the "Agreement"), is entered into by and between MGM Healthcare IT Consulting Corp. d/b/a Mario Il Tenore ("Performer", "me" or "my") on the one hand, and the client, as listed above ("Client"), on the other. Subject to the terms herein, Performer agrees to render a live performance engagement at the Event location on the Event date and time.

The Client must ensure that Client holds adequate insurance policies in respect of any engagement.

2. BOOKINGS

Before attempting to make a booking, please first confirm my availability for your Event and discuss specific requirements with the Performer.

3. PERFORMANCE

- a. Any changes to the Event date, time, and location shall be made in writing to the Performer immediately. Performer will accommodate changes to the best of Performer's ability. If not possible, Client shall pay 50% of total fee and the other 50% shall be waived, only if more than one month before engagement.
- b. Performance area shall be on a flat, level, and dry surface in indirect sunlight.
- c. Performer will not perform in inclement weather for outdoor events, unless the performance area is covered. If inclement weather conditions make it impossible to complete the performance, Performer shall nevertheless be paid the full fee as agreed upon in this Agreement.
- d. Performer shall take an XX minute break after each XXX of play.
- e. Performer does not provide his own amplification sound system but is more than happy to be hooked up to one if Client desires and Client coordinates in advance with the Event venue.

- f. Performer shall only accept music instructions from the Client or another person appointed by the Client. Performer will do his best to accommodate requests, but the final performance choices will be made by Performer.
- g. Except with the express consent of the Client (or where the wearing of certain attire is deemed to be anecessary part of their act) the Performer will be suitably and tidily dressed during their performance.
- h. The Client agrees that if the Performer is threatened, abused verbally or physically by anyone present at any time before, during or after a performance, then the Performer will be entitled not to perform or cease performance immediately, without penalty. All Fees will remain payable by the Client.
- i. Unless otherwise stated in the Agreement , the Performer will provide only a microphone/all equipment necessary for the performance. The Performer will ensure the all such equipment used is in good working order and carries all necessary insurance and certification.
- j. Where reasonably requested to do so by the Client and / or the Venue Staff, the Performer agrees to adjust the volume of the sound equipment as required.
- k. The finish time of the performance will not exceed that stated in the Performance Contract under any circumstances. Notwithstanding the foregoing, if Client requests additional time for the performance, and the Performer agrees, Client shall pay Performer's listed fee for any extended time.

4. CANCELLATION OR CHANGING EVENT DATE

a. Cancellation by the Client

If the Client wishes to cancel the services agreed upon in this Agreement, the Client agrees to inform the Performer at least 72 hours prior to the Event date in order to receive a partial refund of any fees paid beyond the initial non-refundable deposit.

b. Cancellation by the Performer

In the highly unlikely event that the Performer is unable to fulfil the engagement due to circumstances beyond reasonable control, including but not limited to, 'Acts of God', adverse weather, civil unrest, epidemic, pandemic, industrial action or war, the Performer will not be liable for providing refunds of any kind.

Furthermore, the Performer will be entitled to terminate this Agreement without any

liability (other than a full refund to the Client), if for any reason(s) the Performer is unable to arrive at the venue and/or is unable to perform, outside the reasonable control of the Performer, including but not limited to the following incidents:

- Fire or theft of equipment / vehicle
- Illness or injury resulting in the Performer being unable or not fit to perform
- Breakdown of vehicle / accident
- Severe / unavoidable travel delays
- Other emergency

Client further understands and agrees the Performer will only be liable for a sum up to and not exceeding the contracted Fee, in the unlikely event of a cancellation.

c. Change of Event Date

If for any reason the Event date is moved 72 hours or more prior to the originally contracted date and the Performer is available on this revised date, there will be no charge and the Performer will re-arrange the booking at no extra cost. If Performer is not available on the revised date, then this will be considered a cancellation by Client under Section 4(a).

5. VENUE & SETUP

a. Permission & Licensing

The Client must ensure that the venue is willing to accommodate the chosen contracted services by the Performer and that the appropriate licenses or permits are in place as required, specific to the contracted services and agreed performance times.

b. Setup Time & Access

The Performer will arrive at the Event venue at the agreed time, to set-up and sound-check the equipment.

It is important that the Performer is given direct access to the Event venue in which the performance is to be undertaken and that the distance to load the equipment into the Event venue is as short and direct as possible.

Once in the venue, the Performer will require a minimum of one hour with unrestricted access to set up and test the equipment, prior to the agreed start time and also a similar time allowance at the end of the night to tear down.

c. Required Space

The Performer will require a space not less than XX feet x XX feet for equipment and

to perform. The Performer will require a minimum of XXXX.

d. Equipment Setup

Only the Performer or the Event's dedicated sound and lighting technician may operate or move the equipment. The Performer cannot accept responsibility for damage to equipment, or injury to persons caused directly by third party intervention.

6. LIMITATION OF LIABILITY AND INDEMNIFICATION.

- a. The Client is fully responsible for any damage to equipment used by the Performer, caused as a result of any person, vendor or guest at the Event.
- b. To the fullest extent permitted by law, neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, arising out of or in connection with this Agreement, even if advised of the possibility of such damages.
- c. The total liability of either party under this Agreement, whether in contract, tort, or otherwise, shall not exceed the total amount paid or payable by Client to Performer under this Agreement. Notwithstanding anything to the contrary in this Agreement, the limitations of liability set forth in this clause shall not apply to damages arising from a party's gross negligence or willful misconduct.
- d. Client hereby indemnifies and holds Performer, as well as Performer's agents, representatives, principals, employees, contractors, officers and directors ("Indemnitees"), harmless from and against any loss, damage, or expense, including reasonable attorney's fees incurred or suffered by or threatened against Performer or any of the Indemnitees in connection with the Event or as a result of any negligent act or omission or willful misconduct of Client or any of Client's agents, representatives, principals, employees, contractors, officers, directors, guests, vendors or any other third party at the Event.

7. PHOTO / VIDEO

The Performer is hereby granted the express right by the Client to take photographs and video recordings of the performance and the Event itself, for the purposes of self-publicity, promotional activities, and archival material. Such recordings and photographs may be utilized by the Performer in various media including, but not limited to, print, online platforms, and social media channels, without requiring further consent from the Client and without any obligation to compensate the Client or any Event attendees captured in the recordings or photographs. The Performer agrees to use such media in a respectful and professional manner, ensuring that it reflects positively on the event and all parties involved.

8. GENERAL

- a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of California without regard to its conflict of laws principles.
- b. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written.
- c. Amendments. This Agreement may not be modified or amended except in writing signed by both parties.
- d. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- e. Waiver. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right to enforce it at a later time.
- f. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties. The parties agree that transmission to the other party of this Agreement with its facsimile signatures shall suffice to bind the party transmitting the same to this Agreement in the same manner as if an original signature had been delivered.
- g. Non-disparagement. Both the Client and Performer agree that they shall not make, or cause to be made, directly or indirectly, any public statement that is intended to, or reasonably could be expected to, materially harm the reputation or goodwill of the other party. This provision shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

[Client Name]

Date

MGM Healthcare IT Consulting Corp. d/b/a Mario II Tenore

Mario Mondev

Date