



**THE RUMBA KINGS, INC.
ARTIST AGREEMENT**

Musical Director: Johnny Bacolas
Owners: George Stevens, Johnny Bacolas

First off, we'd like to welcome you to our team and congratulate you for being selected to be part of this amazing ensemble of musicians. We pride ourselves in having the best of the best artists in our live shows and recordings.

This Agreement is entered into as of the last date listed on the signature page ("Effective Date") between The Rumba Kings, Inc, a Washington corporation, (hereinafter referred to as "The Rumba Kings") and the Independent Contractor listed on the signature page at the end of this Agreement (hereinafter referred to as the "Contractor" and/or "Artist").

WHEREAS, The Rumba Kings, Inc. desires to retain the Artist to perform with The Rumba Kings, Inc. as provided herein.

WHEREAS the Artist desires to perform with The Rumba Kings, Inc. as provided herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following terms and conditions listed below with respect to performing with The Rumba Kings at their live performances:

1. Drop Box Team Folder

All music, setlists, scores/charts, rehearsal schedules, day of show itineraries, and all other pertinent information regarding the upcoming shows, are found in the team Dropbox folder in their respective folders.

The folder is accessible here> [Rumba Kings' Team Dropbox Folder](#)
or www.TheRumbaKings.net/team-folder

2. Video, photography, and recordings during performance

Contractor understands that Rumba Kings, Inc. will professionally record multi-track audio recordings of many of the performances, as well as hire photographers to photograph the live performances, and record video by hired videographers. This Release and Waiver is for the following Materials (for past, present, and future shows):

(1) Photo(s), graphic(s), or other static artwork as specified: Photographs from the live performance(s) for the concerts listed herein.

(2) Film, video, or other moving artwork as specified: Video from the live performance(s) for the concerts listed herein.

(3) Music or sound recording(s) as specified: Multi-track audio recordings from the live performance(s) for the concerts listed herein, or any other audio recordings recorded by The Rumba Kings and its associates.
(the "Materials")

Contractor hereby grants to The Rumba Kings, Inc. permission to use, exploit, adapt, modify, reproduce, distribute, publicly perform or display, in any form now known or later developed, the Materials specified in this Release and Waiver as identified above, throughout the world, by incorporating them into publications, catalogues, music videos, documentaries, brochures, books, magazines, photo exhibits, motion picture films, videotapes, and/or other media or commercial, informational, educational, advertising, or promotional materials relating thereto (the "Works"). I release, and hereby agree to indemnify, defend, and hold harmless The Rumba Kings, Inc., its agents, employees, licensees and assigns (collectively, "Released Entities") from any and all claims I, or any third party, may have now or in the future for invasion of privacy, right of publicity, copyright infringement, defamation or any other cause of action arising out of the use, exploitation, reproduction, adaptation, distribution, broadcast, performance or display of the Materials. I further agree to indemnify, defend, and hold harmless the Released Entities from and against any lawsuit or cause of action against the Released Entities based upon, arising out of, or otherwise relating to the Materials, including without limitation, any cause of action relating to copyright infringement. I waive any right to inspect or to approve any of the Works that may be created using the Materials and waive any claim with respect to the eventual use to which the Materials may be applied. I understand and agree that The Rumba Kings, Inc. is and shall be the exclusive owner of all right, title, and interest, including copyright, in the Works, and any commercial informational, educational, advertising, or promotional materials containing the Materials. I understand I will not be compensated for use of the Materials, time spent in making the Materials, or have any right to any future royalties from or related to the use of the Materials. I am of full legal age and have read this Release and Waiver and am fully familiar with its contents.

3. Independent Contractor

The Contractor agrees that his or her relationship to The Rumba Kings, Inc. is one of an independent contractor and his or her relationship to The Rumba Kings, Inc. shall not serve to create liability to any third party for actions of the Contractor not contemplated under this agreement. Further, the Contractor agrees that The Rumba Kings assumes no responsibility for payment of any taxes or benefits whatsoever, other than contract remuneration, to or on behalf of the Contractor, the Contractor's employees, or others. Contractor shall be solely responsible for payment to Contractor's sub-contractors, employees, and fellow performers providing services and/or Materials used in the Contractor's performance of the terms of this Agreement. Contractor will be issued a 1099 NEC form at the end of the calendar year if payments to Contractor exceed six hundred (\$600.00) dollars.

4. Confirmation of your performance

For each show, you will be sent a confirmation email. Some emails we send you will request your availability, this is not a confirmation email. Confirmation emails will be unambiguous and will clearly state that you are confirmed for the specific performance

being addressed in the email. Please respond with, “I am confirmed,” when we request a confirmation email from you. Once we receive your confirmation email, you will be officially confirmed for the performance and added to the team roster for the show.

5. Cancellation policy (for Artists)

In the event, you cannot make your commitment to perform, you must give The Rumba Kings, Inc. 60 (sixty) days notice prior to the performance date of your intent to cancel your performance to ensure the Rumba Kings, Inc. has substantial time to find a suitable replacement. Any charts you have, even if you transcribed your parts, should be returned to The Rumba Kings, Inc. and/or made available to the new performer upon request. The Rumba Kings, Inc. reserves the right to terminate its relationship with you and/or your performance for any show at any time. In the event your failure to provide the required notice of cancellation and the cancellation causes the show to be cancelled, you will be in breach of the agreement and may be liable for damages caused by your cancellation.

6. Concert cancellation

In the event, a concert is canceled either by The Rumba Kings, Inc. or the promoter of the event, any payments made to Contractor for a cancelled performance are at The Rumba Kings, Inc.’s sole discretion, and are considered with respect to many factors and variables, including if The Rumba Kings, Inc. doesn’t get paid any money by the promoter. You will be notified within 20 days of the cancelled performance date what the payment to you will be, if any.

7. Dress Attire for Live Performances

The dress attire for the concerts for men is formal wear. Some exceptions can be made such as leather pants/sport coats. Please ask if you have questions with respect to the dress code. Men should wear a black suit (or black slacks and black sport coat) with black button-up shirts and dress shoes. Suits and shirts should be tailored and fit properly, especially with no extra length on the slacks where they would touch the ground or bunch up at the feet. Many of the concerts are filmed in 4K so all details are shown clearly. This band prides itself on its visual performance as well as its musical performance, and the visual image of the group is very important to its overall success. Women should wear clothes appropriate for performing in their respective roles in a formal manner.

8. Professional conduct

Your professional conduct is of great importance to the overall success of the concerts. Please respond to emails from the musical director in a timely fashion and within the deadline specified in the emails. Please be a team player and respectful to all members on the team. Please be on time for all rehearsals, sound checks, and performances. Being a little early is always best. Please have a positive attitude and absolutely no negativity at rehearsals or live shows and follow direction given by the musical director, producer, promoters, theater management and staff, and songwriters. At soundcheck, please don’t play your instruments until asked to. With so many people on the team, it’s chaos when each person wants to practice or just play around while we’re getting things wired and sound-checked.

9. Ownership rights of content in the team folder

All contents in the Team Dropbox folder is the property of The Rumba Kings, Inc. and no other parties have permission to use any of the material outside the scope of their

performances with The Rumba Kings, Inc. without written consent by The Rumba Kings, Inc. All property of The Rumba Kings, Inc. is to be returned to The Rumba Kings, Inc. upon completion of the terms of your agreement.

10. Payments to Artists

Artist fees payable to you are agreed to in writing (via email) prior to each performance. In the event we perform the same venue, the payments will be the same as previously provided for same venue, unless otherwise specified in writing. Payments are either made by check mailed via US Mail, or by direct deposit via Zelle. If you opt to have a Zelle payment, please email the phone number and/or email address associated with your Zelle account to Johnny Bacolas, and if you opt to be mailed a check, again, please advise Johnny Bacolas and make sure we have a current address on file for you. A W-9 form must be filled-out prior to receiving any payments and are requested annually. Payments from live performances are generally made within seven days of the performance date and sometimes can take a little longer depending on if the bank puts a hold on the venue's check and we have to wait for funds to clear.

11. Auditions

All musicians performing on stage must audition by recording their parts on a demonstration recording. If you have a home studio, you can audition remotely and Johnny Bacolas will provide you the material needed to make demonstration recordings to send back for The Rumba Kings, Inc. to review. Even if your performances are approved initially, The Rumba Kings, Inc. reserves the right to ask for another audition prior to the performance and re-approve your performance at any time. You are also welcome to schedule a studio session with Johnny Bacolas at his home studio in the event you don't have a studio. This is for pre-production for the shows and is one of the most critically important aspects of the preparations for the live performance. **We will perform the songs exactly as they are recorded and approved.** Please don't deviate from your approved demonstration recordings while performing live. We do not believe in re-writes or improvisations live on stage (unless specifically requested, such as in a free-style solo section). **Please note: We will not use** your demonstration recordings for any release on any streaming platforms or to publish online unless we request your permission in writing and permission is granted. All audition material must be submitted by the deadlines, and you agree to continue to work with The Rumba Kings, Inc. until each demonstration recording is approved, which may take one attempt, or it may take several revisions. Meetings via Facetime or Zoom may be requested to fine-tune Artist's performances, training, or direction by The Rumba Kings, Inc. The Rumba Kings Inc., the musical director, producer, and songwriters have a very high standard for each Artists performance and a clear vision of where the level of the performances should be, and how the music should sound. The Rumba Kings, Inc. does not pay for audition-related expenses, these are the sole responsibility of the auditioning party.

12. Rehearsals

You are required to attend the rehearsals scheduled. Please be 30 minutes early if you have set-up requirements such as pedal boards, drums, etc. and **PLEASE KNOW ALL THE MATERIAL!** We don't stop to work on parts at rehearsals, we play the songs and the show all the way through. Please prepare for rehearsals diligently before attending a rehearsal. Rehearsals are not paid at this time.

13. Guests Lists

Each musician will generally be allowed to bring one guest to a show, and sometimes exceptions can be made for two guests, but because of the large size of this team, one guest is usually all we're allowed per the agreements entered into with the respective venues. All guest's must be submitted fourteen (14) days prior to showtime.

14. Promotion

We ask that each musician performing in the concerts share the promotional material provided to the team for each show on their social media (videos, ticketing page links, etc). This is a team effort, and if we all share the information will reach many more people, many of which who are your fans already. As the venue sizes increase, so will the pay.

15. In Ear Monitors (for live performances)

If you use In Ear Monitors, please let Johnny Bacolas know at least 30 days in advance of the performance so he can add it to the input list submitted to the venues and they can prepare stereo auxiliary outs for you. In the event there's an issue with your In Ear Monitor System at soundcheck, you may be asked not to use the system for that show since we can't spend much time trying to remedy wireless system issues. Please make sure to be proactive when setting-up your new system by contacting Johnny Bacolas and getting info on what channel/group/and frequency to program in your system.

16. Hold Harmless and Indemnification

The Contractor shall defend, indemnify, and hold The Rumba Kings, Inc., its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney's fees, arising out of or in connection with the performance of this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

17. Entire Agreement

This Agreement is intended to represent the entire agreement between the parties with reference to the performances in the past, present, and future. No other prior agreement or subsequent amendment here too shall be binding on the parties unless mutually agreed upon in writing that contains specific reference to this agreement.

18. Miscellaneous Provisions

Covid-related safety protocols. For the safety of everyone involved in the performances, Contractor agrees to follow The Rumba Kings, Inc.'s directives regarding wearing masks in rehearsals, soundchecks, and performances when and if required by The Rumba Kings, Inc. Instructions will be sent via email. Any failure to comply may result in fines of \$50.00 per occurrence deductible from live performance income.

Covid-related issues that may arise. In the event of another major pandemic that happens during a show date, The Rumba Kings, Inc. may alter the pay schedule for each

Contractor and go into “emergency response mode” by issuing a sliding-scale pay grade, whereby The Rumba Kings, Inc. will pay each person on a sliding scale based on attendance for that performance. Payments to each Artist will be made at The Rumba Kings, Inc.’s sole discretion. This provision has been implemented two times already, but the sliding-scale has never been put into effect since the audience attendance was still strong during these times. This is the only way we can continue the shows during times of uncertainty. A sliding scale situation similar may also be implemented for new venues and new markets and will be mentioned and agreed to by all parties prior to the performance.

Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. King County Superior Court shall be the exclusive venue for legal actions and in the event of a breach of contract or any and all claims arising out of this Agreement.

Written Notice. All communications regarding this agreement shall be sent to The Rumba Kings, Inc. at the email address listed here: johnny.bacolas@gmail.com.

Severability: In the event that any covenant, condition, or provision in this Agreement is held to be invalid, void, or illegal by any court of competent jurisdiction and authority, the same shall be deemed severable from the remainder of this Agreement, and shall in no way affect, impair, or invalidate any other covenant, condition, or other provision herein. If such covenant, condition, or other provision shall be deemed invalid due to its scope or breadth, such covenant, condition, or other provision shall be deemed valid to the extent the scope or breadth is permitted by law.

Compliance with Laws. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now in effect or in the future become applicable to the Contractor’s business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

Future Support. The Rumba Kings, Inc. makes no commitment and assumes no obligations for the support of the Contractor’s activities except as set forth in this Agreement.

Default. Upon any breach or default by Artist of any of the terms or conditions hereof or any failure to deliver any property required hereunder, The Rumba Kings, Inc. shall immediately have the right to terminate this Agreement and seek any relief authorized by law.

Attorneys’ Fees and Costs. In the event of default by Contractor and/or in the event any action or proceeding to enforce the terms of this Agreement, The Rumba Kings, Inc. shall be entitled to its reasonable costs and expenses, including attorneys’ fees and costs, incurred in connection with such action, including any appeals.

Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute one and the same agreement, and signatures made and transmitted by facsimile, email, or other electronic means shall be deemed to have the same force and effect as originals.

IN WITNESS, The parties below both agree to the terms of this agreement and execute this agreement, which shall become effective on the last date entered below.

CONTRACTOR: Signed: _____ Print Name: _____ Instrument played: _____ DATE: _____	THE RUMBA KINGS, INC.: Signed: _____ Print Name: Johnny Bacolas, President DATE: _____
NOTICES TO BE SENT TO: CONTRACTOR: Contact Name: Company Name: Address: E-Mail address: Phone Number:	NOTICES TO BE SENT TO: THE RUMBA KINGS, INC.: Johnny Bacolas 10116 NE 63 rd St. Kirkland, WA 98033 Johnny.bacolas@gmail.com 425-615-9034