

Hotels must have amenities such as a wifi connection and restaurant /bar on its premises. **Motels are NOT acceptable lodging for any reason at any time.**

8. Parking. Operator will secure sufficient parking for Band's large cargo van, tour bus and/or personally owned vehicles within a reasonably convenient distance to Venue for a minimum period of 3 hours prior to the show and lasting until 2 hours after the show.

8a. Equipment Load In/Out. Operator will secure a sufficient timeframe for the bands equipment load in and out of the venue for a minimum period of 3 hours preceding the event, and 2 hours after the event

9. Sound Systems Check. A sound check conducted by Band of Venue's sound system is required, at a time to be mutually arranged between Band and Operator.

10. Security, Health, and Safety. Operator warrants that Venue will be of sufficient size to safely conduct Show, that Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary. Operator maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims. Any and all concert attendees, venue staff, outsourced vendors and concession staff must produce either proof of completed COVID-19 vaccinations as recommended by the Centers for Disease Control (CDC), and/or a negative COVID-19 test result within 72 hours of scheduled event. Failure to comply with this request shall result in cancellation of event by artist or their authorized representative.

11. Indemnification. Operator indemnifies and holds *Sharp Dressed Band*® harmless for any claims of property damage or bodily injury caused by Show attendees.

12. Arbitration settles disputes. All claims or disputes by either party from or under this Agreement will be submitted to arbitration using the service located at URL resource locator: <http://www.judge.me> (the "Arbitration Service") and according to the rules of that Arbitration Service. Any court that would otherwise have had jurisdiction over the dispute will enforce both settlement by the Arbitration Service and any arbitration award. Parties will be their own costs, save that any fee charged by Arbitration Service to submit the case to Arbitration Service may be recovered from the other party in a arbitration award.

13. Severability. If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

14. Interpretation. Agreement will be interpreted according to the laws of New York State and/or the state in which the event contracted is performed.

15. Riders. Nothing in Agreement shall prevent any rider from being added to Agreement that is favorable to Band, as judged by Band. All riders must be in writing and signed by the party against whom enforcement is sought.

16. Conflicts of Interest. *SHARP DRESSED BAND*® hereby agrees to not performing or booking any show with any competitive entity or venue within ___ miles of the venue mentioned on this contract for a period not to exceed ___ days from the date of the contracted event as signed and agreed by both parties mentioned on this agreement.

The below-signed Band Representative warrants s/he has authority to enforceably sign this agreement for Band in its entirety. The below signed Operator's Representative warrants s/he has authority to bind Operator and Venue mentioned in *Section 1* of this contractual agreement.

Signature of Band Representative: _____ Dated: _____

Band's Representative typed name and title: Bobby Dee, Band Leader/Trademark Owner

Band's typed name: *SHARP DRESSED BAND*™

Operator's Representative Signature: _____ Dated: _____

Operator's Representative typed name and title: _____