

OGDEN THEATER
935 E Colfax Ave
Denver, CO 80218
<https://www.ogdentheatre.com/>

ENTERTAINMENT AGREEMENT

This contract is for the personal services, on the engagement described below, made this day, , between **Ogden Theater** (hereinafter called 'Purchaser') and undersigned entertainment act (hereinafter called 'Artist'), to be presented at **Ogden Theater** (hereinafter called 'Venue') in connection with the *June 2020 Concert Series* (hereinafter called 'Event') located in **Ogden Theater, Denver, Colorado**

Engagement Date: 03/05/2021

Artist: Thundercat

Venue: Ogden Theater

Phone: (303) 832-1874

Wage Agreed Upon: \$30,000

Deposit: \$15,000

Payment Terms: 50% deposit 60 days before show. Rest of balance due the night of the show

Venue Type: Club

Capacity: 1600

Ticket Price: \$30, \$45, \$75

Set Length: 90 minutes

Merchandise: 30%

Sound and Lights: Provided by Purchaser

Show Advance: [REDACTED], (303)832-1874, ogden@aeqresents.com

Load: TBD per advance
Sound check: TBD per advance
Performance: TBD per advance

Ages: 16+

Exclusionary Distance: 30 mile radius, 30 days prior, 30 days post - Artist will not perform any ticketed or un-ticketed events during the duration of the radius clause. Monetary penalties will be assessed per instance and deducted from the artist fee at a rate of \$500 or 20% of the Artist Fee, whichever is higher.

Additional Agreements:

Please contact Production Manager, [REDACTED] for preferred vendor list

ANY ATTACHMENTS, RIDERS, OR ADDENDA ARE BINDING PARTS OF THIS CONTRACT. IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above set forth.

X _____

X _____

Ogden Theater

[REDACTED]
Talent Buyer
935 E Colfax Ave
Denver, CO 80218

Signer:
Artist:
Name:
Address:
Phone:
Check payable to:
Tax ID or SSN:

TERMS AND CONDITIONS

SERVICES:

The "Artist" agrees to provide a professional high quality and entertaining Musical Performance for the agreed duration including encore and no intermission.

FEE AND TAX WITHHOLDING:

Payment shall be paid to the "Artist" by check immediately following the completion of the "Artist's" contracted services and shall fully discharge "Purchaser" of any of its obligations hereunder. Fee shall be the total compensation for the services agreed upon in this Contract.

State and Federal Taxes:

The burden of any state and/or Federal Taxes are on the artist. A current W9 must be in our office at minimum two weeks before the show date, and prior to any distribution of funds including deposits.

IRS: For any Foreign entity: a current and valid CWA must be in our office two weeks prior to the engagement, or 30% will be withheld from artists fee per current tax law.

RECORDING/PHOTOGRAPHY:

At "Purchaser's" discretion and expense, "Purchaser" may video, film, photograph and/or make audio recordings (collectively, the "Material") of the "Artist's" performance at the "Event". "Material" may be incorporated in or used in connection with media productions created by or agreed to by "Purchaser" for grant writing or promotional purposes only (collectively, the "Programs"). "Purchaser" shall not use any of the "Material" for commercial or for-profit venture unless agreed to by the "Artist" under a separate contract.

CONSENT AND RELEASE:

In consideration of the fee payable hereunder, the "Artist" hereby grants "Purchaser", its successors, assignees and licensees the irrevocable and perpetual right to use as they desire, without additional payment of any kind to "Artist" or any other party all of the "Material" for inclusion in the "Programs", and/or the "Artist's" name, voice and likeness and other information concerning the "Artist" in connection with the "Programs". "Artist" hereby releases "Purchaser", its successors, assignees and licensees from any and all claims and demands arising out of or in connection with such use, including but not limited to, any and all claims for invasion of privacy, infringement of his/her right of publicity, defamation and any other personal and/or property rights.

MARKETING OBLIGATIONS

Artist's management/artist's must update their webpage to reflect the concert within two weeks of confirmation of the date. Post shall include date, time, venue name, address, and/or link to the specific event on the venue website. Contact Production Manager, [REDACTED] (ogden@aegpresents.com) for that link. Additionally, at minimum, one email blast one week prior to the show including the date, time, address, venue name, and/or links to the specific event on the Levitt Pavilion website. Social media (Facebook, Twitter, Instagram, etc) promotion as the date approaches is expected.

REGULATIONS AND RULES:

Regulations: The "Artist" acknowledges that "Purchaser" is producing the "Event" pursuant to the terms and restrictions of license agreements, permits, consents and other approvals issued by the City of Pasadena and other government entities. The "Artist" agrees to comply with all regulations, prohibitions and other provisions as may be mandated by such entities.

Rules: The "Artist" hereby acknowledges and agrees as follows:

Prohibited Substances: At all times during the "Event" the "Artist" shall not have in their possession or use, or be under the influence of any illegal drugs. Illegal drugs are not permitted at "Venue".

Sound and Lighting Levels: The "Artist" shall comply with all applicable sound and lighting level ordinances of the City of Denver. Barring any conditional variances listed in this agreement or contracted by both parties under a separate addendum, the "Artist" agrees to use only the sound and lighting services and personnel provided by "Purchaser" for the audio and lighting reinforcement of the "Event". The "Artist" agrees that all decisions regarding sound and lighting shall be made solely by "Purchaser's" sound and lighting personnel and will abide by them accordingly.

Pyrotechnics: The "Artist" shall not be permitted to have or use any type of electronic or pyrotechnic display, unless approved by local fire marshal.

Fire and Smoking: The "Venue" is a non-smoking facility. The "Artist" agrees not to smoke or have any open flames of any kind inside the "Venue".

Public Relations: Any promotional material sent to "Purchaser" shall become the property of "Purchaser" for use in marketing and promoting the "Artist's" appearance. The "Artist" is encouraged to provide "Purchaser" any such promotional materials as they believe will help represent them best in this effort. "Artist" agrees to allow "Purchaser" the right to use any of the submitted material or other material found in public domain related to the "Artist" without regard to completeness or editorial review by the "Artist".

Fundraising: "Artist" shall not be permitted to use "Event" as a fundraising nor commercial vehicle in any capacity except as provided in the paragraph entitled MERCHANDISE on the following page. This includes, but is not limited to, raising money to support non-profit public benefit

TERMS AND CONDITIONS

corporations, charitable foundations, political campaigns, sports teams, membership associations, private or public schools, and/or churches, regardless of denomination.

Compliance with Laws: The "Artist" shall comply with all existing federal, state and local laws and ordinances applicable to "Artist's" performance at the "Event".

Inclusive Binding: The "Artist" agrees that they shall be responsible for informing and enforcing the above rules and regulations with any designated representatives, partners, officers and sub-contractors who may be involved with the performance of this Contract.

Failure to Comply: Should the "Artist", their representatives, agents or sub-contract labor fail to comply with any of the above rules and regulations, they may be found to be in Breach of Contract. In addition, they may be subject to any civil or criminal actions which may arise as a result of their actions.

HOSPITALITY:

Outlined below are the terms of the Hospitality Agreement ("HA") between the "Artist" and "Purchaser".

"Purchaser" will provide one dressing area, one restrooms and one green room for the "Artist" in the backstage area of the "Venue".

"Purchaser" will provide cloth hand towels, water, and soap for the "Artist" before, during, and after the "Event".

"Purchaser" will provide dinner for the "Artist" before the "Event". Contents of the meal will be determined by "Purchaser". "Purchaser" will provide soft drinks, bottled water, and local beers.. Any changes to this or other provisions must be mutually agreed to by "Purchaser" and "Artist" and written in an attached Schedule to this Contract.

"Purchaser" does NOT provide the "Artist" with transportation to and from the "Venue", travel accommodations or hotel Accommodations (unless stipulated in "additional agreements" above), as the "Artist" performance fee is all-inclusive. The above comprises the totality of the "HA". Any changes or accommodations of special needs must be mutually agreed to by both parties in writing no later than four weeks in advance of the "Event".

"Purchaser" shall not be held liable for any hospitality issues as they relate to, but not exclusive to, food allergies, personal preferences, quality and quantity of refreshments.

MERCHANDISE:

The "Artist" shall be allowed to sell merchandise at the "Venue" during the "Event" subject to the following terms and conditions: The "Artist" may sell CDs, DVDs, apparel, books, and posters on site at the "Venue" as long as the merchandise is the property of the "Artist" to sell and has a relevance to the "Event" and performance of the "Artist".

"Purchaser" shall have the right at its discretion to approve any merchandise to be sold and to refuse or limit the right of the "Artist" to sell merchandise.

Merchandise sales may begin ninety minutes before the contracted performance time and must conclude 60 minutes after the performance ends.

"Purchaser" will provide one six-foot table and three chairs to the "Artist" for merchandise sales. The "Artist" must provide the staff, signage, and any and all sales tools needed to conduct their merchandise sales.

It is the responsibility of the "Artist" to operate and manage all merchandise sales and inventory.

LICENSES AND PERMITS:

If any government license or permit shall be required for the proper and lawful conduct of the "Artist's" business or other activity carried on or in or at the "Venue" or if failure to procure such a license or permit might or would affect in any way the operations of the "Event", then the "Artist", at its own expense, shall duly procure and thereafter maintain such license or permit and submit the same inspection by "Purchaser" or its designated agent. The "Artist", at its sole cost and expense, shall at all times comply with the requirements of each such license or permit.

INDEPENDENT CONTRACTOR:

It is mutually agreed and understood that the "Artist" is furnishing the services hereunder as an independent contractor and not as an employee of "Purchaser". "Purchaser" shall not in any way control the "Artist's" performance of services as to matters of detail, but "Purchaser" shall have the right to approve the general nature of the "Artist's" services as outlined in this Contract and any attached Schedules. The "Artist" agrees that the "Artist" is responsible for any and all taxes under the provisions of the Federal and California Income Tax Acts, the Federal Social Security Act, the California Unemployment Insurance Tax Act, and/or any other applicable statutes regarding the tax liability for an Independent Contractor.

FORCE MAJEURE:

A "Force Majeure Event" is defined as one or more of the following causes which renders performance impossible, impracticable, or unsafe: death, illness or injury to "artist"; theft, loss, destruction, or breakdown of instruments or equipment owned or leased by "artist"; fire; threat(s) or act(s) of terrorism; riot(s) or other form(s) of civil disorder in, around, or near the Performance(s) venue; strike, lockout or other forms of labor difficulties; any act, order, or relation of any court, government agency or public authority; act of God; absence of power or other essential services; failure of technical facilities; failure or delay of transportation not within "artist's" reasonable control; inclement weather; and/or any similar or dissimilar cause beyond "artist's" or "purchaser's" reasonable control. b. If a Force Majeure Event occurs, the parties' respective obligations hereunder will be excused fully, without any additional obligation, and each of the parties shall bear its own costs incurred in connection with this Agreement.

CANCELLATION:

If for any reason other than an Act of God ("Force Majeure") it becomes necessary for the "Artist" to cancel their performance they shall be bound by the following conditions:

a. If notice of cancellation is made forty-five (45) days or more in advance of the "Event" date, there will be no penalty or

damage charges. Notice must be made in writing stating the reasons for the cancellation. Notice must be made directly

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to the "Purchaser's" Booking Agent.

b. If notice is made less than forty-five (45) days in advance of the "Event", the "Artist" will be responsible for the reimbursement of any costs already incurred in the promotion and/or production of the "Event". This includes, but is not limited to, the cost of any advertising, marketing, labor and/or equipment rentals that have been done specifically for the "Artist's" "Event".

c. In addition to the above, the "Artist" will be responsible for any costs associated with re-booking the "Event" that exceed the fee the "Artist" is contracted to receive in this Contract.

"Purchaser" retains the right to cancel the "Event" for any reason without penalty or damage charges with notice to the "Artist", provided that notice of cancellation is made thirty (30) days or more in advance of the "Event" date. If notice of cancellation is given within thirty (30) days of the "Event" for any reason other than an Act of God, "Purchaser" shall pay to the "Artist" one-half of the fee stated.

BREACH OF CONTRACT:

Failure of the "Artist" to comply with any of the terms of this Contract unless such terms have been waived, modified or deleted in a mutually agreed upon and signed document by a duly authorized representative of the "Artist" and "Purchaser" may constitute a "Breach of Contract" violation and may be subject to the cancellation of the "Event" and termination of this Contract. In addition, a "Breach of Contract" violation may subject the "Artist" to civil or criminal prosecution, fees and penalties if the violation warrants such action.

REPRESENTATIONS AND WARRANTIES:

The "Artist" hereby represents and warrants that the "Artist" is free to enter into this Contract and is not subject to any conflicting obligations or any disability which will prevent or restrict the "Artist" from freely entering into and freely performing the "Artist's" obligations hereunder.

INDEMNIFICATION:

The "Artist" shall defend, indemnify and hold harmless "Purchaser", and its officers, directors, employees, agents, successors and assignees from against any and all actions, costs, claims, losses, expenses and/or damages, including attorney's fees, arising out of or resulting from any breach by the "Artist" or the "Artist's" representations, warranties or agreements hereunder, or from the negligence of the "Artist" or the "Artist's" employees, representatives or subcontractors for any injury to any guests or patrons of the "Venue" caused by the "Artist's" actions, equipment, instruments or other paraphernalia.

OWNERSHIP:

The "Artist" hereby acknowledges and agrees that all of the "Artist's" services at the "Event" are being specially ordered and commissioned by "Purchaser". The "Artist" agrees that any results, product and/or proceeds shall be considered a "work made for hire" for "Purchaser" within the meaning of the copyright laws of the United States; and that "Purchaser" shall be considered, forever, the sole and exclusive author and copyright owner of all such results, product and/or proceeds, the "Material" and all "Programs", and shall have the right to make such changes therein and the rights to make such uses and disposition thereof, in whole or in part, as "Purchaser" may from time to time determine in its sole discretion, throughout the universe, in perpetuity.

CONFIDENTIALITY:

The "Artist" and "Purchaser" agree to keep the terms of this Contract confidential and not to disclose such terms to any third party (other than their employees or professional representatives who have agreed to keep such terms similarly confidential).

REMEDIES:

Any remedies the "Artist" may have against "Purchaser" hereunder or in connection with this Contract, the "Material" or the "Programs" shall be limited to the right to recover damages, if any, in an action at law. The "Artist" hereby waives any right or remedy in equity, or to rescind "Purchaser's" right, title and interest in and to the "Material" or the results and/or proceeds of the "Artist's" services or to enjoin, restrain, or otherwise impair in any manner the production, distribution, advertising or any other exploitation of any production, including, without limitation, the "Programs", based on or incorporating the "Material", or any parts or elements thereof.

ATTORNEYS' FEES:

In the event of any action or proceeding brought by either party against the other under this Agreement, including an appeal of any action or proceeding, the prevailing party shall be entitled to recover in such action or proceeding all reasonable attorneys' fees, expenses and costs incurred.

NOTICES/AMENDMENTS:

All notices, amendments, requests, demands and other communications hereunder that affect the content or agreements set forth in this document, shall be made in writing and delivered or mailed with postage prepaid to the party intended at its address as set forth below.

ASSIGNMENT:

"Purchaser" shall have the right to assign this Contract and "Purchaser's" rights and obligations hereunder to any party. The "Artist" may not assign this Contract except with the prior written approval of "Purchaser".

BINDING AGREEMENT:

This Contract shall be a binding agreement between the parties and shall inure to their successors, permitted assigns and representatives.

GOVERNING LAW:

This Contract shall be construed and enforced in accordance with the laws of the State of Colorado governing contracts to be wholly performed in Colorado.

ENTIRE AGREEMENT:

This Contract contains the full understanding of the parties with respect to the matters hereto and supersedes all prior agreements and understandings, whether written or oral, pertaining thereto, and may not be amended or modified except by a writing signed by both parties hereto.

OGDEN PRODUCTION FORM

Please fill out this Production Form as completely as possible. This will allow us to determine your specific technical requirements in order to help us create the best possible concert experience for you and the audience. You can leave blank any areas that do not apply to your type of performance. If there is anything we need to know, that you feel would be helpful in creating a better performance, that is not covered in this form, please add this information in the additional comments section or on a separate sheet, and include this when you return this form.

When complete, you may deliver the form via the following options:

If you have any questions, concerns or special needs that arise, please do not hesitate to contact [REDACTED], Production Manager.

OGDEN@AEGPRESENTS.COM
(303)832-1874

Contact Info

Please provide your contact information below. Please list a second "day-of-show" contact if it is different.

Contact: [REDACTED]

Phone: (303)832- 8172

Address: 935 E Colfax Ave, Denver, CO 80218

Email: ogden@aegpresents.com

Website: www.ogdentheater.com

Performers and Crew List

Please provide the names and positions of all persons that will be a part of your performance

- 1.) _____ 6.) _____
- 2.) _____ 7.) _____
- 3.) _____ 8.) _____
- 4.) _____ 9.) _____
- 5.) _____ 10.) _____

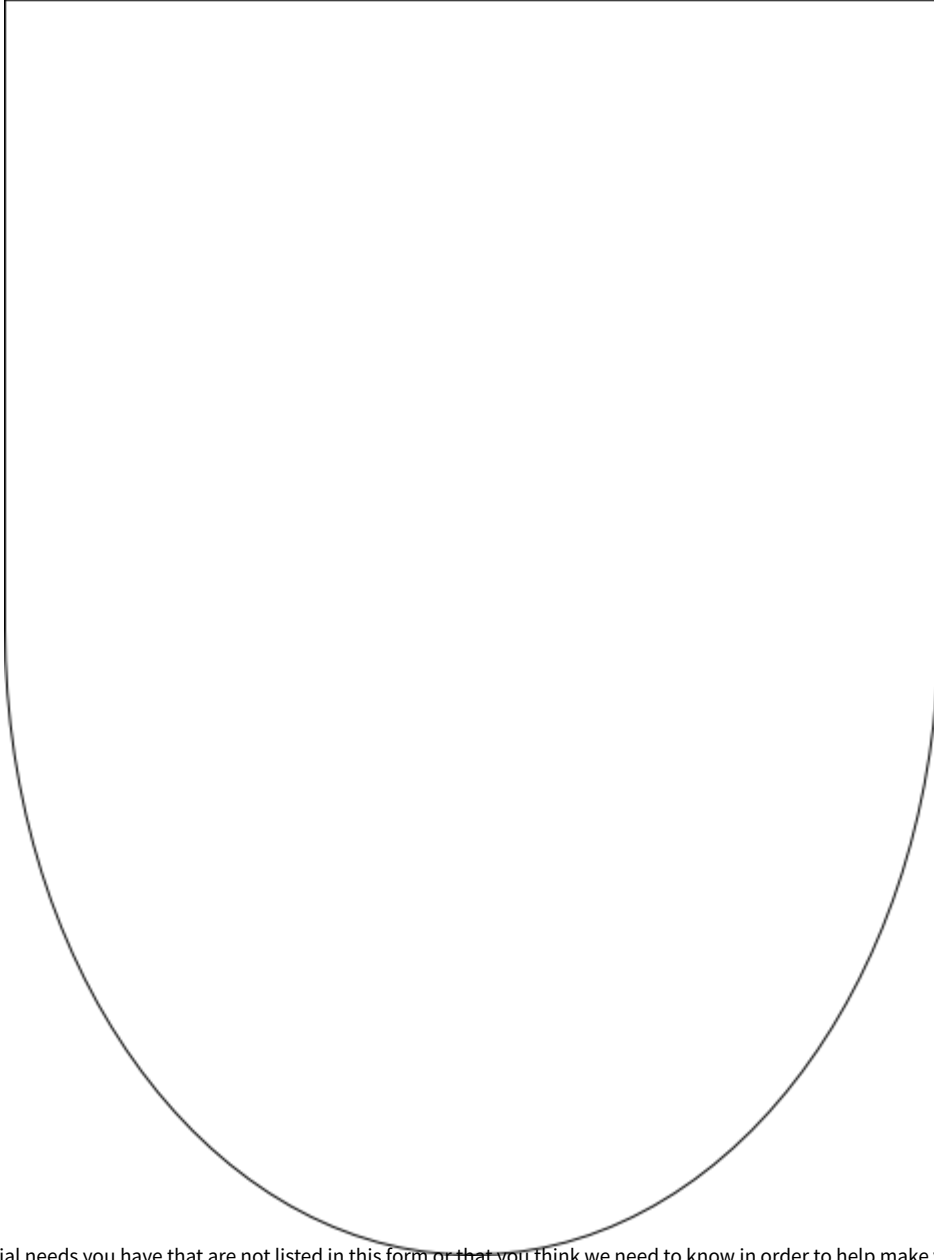
FOH Input List

Please provide a list of what inputs you will need into the FOH and if it will be a Miced Input or a Direct Input. If DI please let us know if you require a DI box.

Input Number	Instrument Name	Type of Input	Special Need
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Stage Plot

Please provide a diagram of your stage plot. Please indicate where you would like the four monitors positioned for the two monitor mixes available. Please indicate where you need power drops and mic stands as well.



Notes:

Please let us know of any special needs you have that are not listed in this form or that you think we need to know in order to help make your performance the best it can be.

Technical Rider

Front of House System

- Yamaha M7CL 48 channel digital mixing console, FOH mix position (80ft from downstage edge)
- (12) L-Acoustics V-DOSC speaker cabinets
 - 6 per side, flown on 2 motors
- (8) L-Acoustics SB218 subwoofers
 - 4 per side, flown on 4 motors
- (3) V-DOSC amp racks
- Digital power distro rack
- FOH drive rack
- Wide selection of Shure Mics and Countrymen DI's

Stage Monitor System

- Behringer X32 digital mixing console, stage right
- (6) EAW SM200iH stage monitor wedges
- (1) EAW SB250R drum sub
- (2) 4 mix monitor amp racks

Audio Power

- Dedicated 200amp circuit, 3 phase camlock, stage left

Lighting

- Avo Pearl Expert lighting console, FOH mix position (80ft from downstage edge)
- (1) Lex Edison Cube moving light distro
- (4) Varilite VL2500 moving lights
- (2) Thomas Mole Fay 9 light washes
- (10) JTE Pixel Par 90s
- (12) Chauvet Colorado 1 Tri-IP pars
- DMX Iso Opto Splitter
- Lepreco VX-2400 SPX- 12 channel dimmer

Lighting Power

- Dedicated 400amp circuit, 3 phase camlock, stage right

***For all technical questions, please contact production director, [REDACTED], (303)832-1874, ogden@aegpresents.com**