

Performance Terms of Service

Introduction

These are the legal terms and conditions (the “Terms”) which apply to your booking with Molly Anna. (the “Business”) with registered business address of 1 Whitley Drive, Upper Heyford, Bicester. OX25 5TU Telephone 07946506636, Email: thecreatorgood2021@gmail.com

Please read these Terms carefully and make sure that you understand them prior to your booking with the Business.

BACKGROUND:

- A. Molly Anna. (the “Performer”) is a professional entertainer.
- B. I (the “Client”) wishes to engage the performer subject to the terms and conditions contained in this document:

IN CONSIDERATION OF and as a condition of the Client hiring the Performer and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement agree as follows:

Payment

- 1. The Performer is represented by the Business. Any payments should be completed as instructed on Invoice (the “Invoice”), which is a document that has been reviewed and agreed by the Client.
- 2. The Invoice has been constructed by the Business to accompany this agreement
- 3. In full consideration for all services rendered by the Performer at the Performance, the Client agrees to pay the Performer the Total defined in the Invoice constructed by the Business (the “Fee”).

Venue

- 4. The place of performance (the “Venue”) is located at:-

Date and Time of Performance

5. The Performance will consist of one show on the date and between the times indicated in the table below (the "Show") and the Venue will be available for set-up, sound check and show shutdown at the date and time also indicated in the table:

Deposit

6. The Client will pay to the Performer 50% of the Fee (the "Deposit") by a time no later than 168 hours (7 days) prior to the Show. If the Client fails to provide the Deposit promptly by 168 hours prior to the Show, the Performer or the Business may cancel this Agreement without further obligation.

Performer Expenses

7. The performer agrees that the Fee is inclusive of all expenses, accommodations, holiday entitlements, traveling expenses to and from the Venue and covers any costs incurred by the Performer whatsoever, except as expressly provided in this Agreement.

Payment of Balance

8. Promptly after the last show on the final date of the Performance, the Client will pay to the Performer any outstanding balance of the Fee in a manner instructed on the Invoice.

Cancellation

9. The Performer or Business reserves the right to cancel this Agreement without obligation prior to the Show. In the event the Performer or Business cancels the Performance under the terms of this section, the Deposit and any fees associated to the cancelled Performance, if paid, will be returned to the Client promptly.

Non-performance by the Client

10. Those obligations of the Client required to be met prior to the Performance are conditions precedent which must be satisfied in full by the Client before the Performer is required to perform unless otherwise agreed to by all parties in writing. If the Client cancels or postpones the Performance, or any show comprising the Performance, without proper notice or fails to make any payment or fails to perform any other condition precedent as required by this Agreement then the Client will be in breach of this Agreement and the Performer will have no further obligations under this Agreement. The Client

will forfeit any Deposit already paid to the Performer and may be liable to pay the Fee at the sole discretion of the Business.

Sound and Lighting Systems

11. The Performer will provide all sound and light systems required to facilitate the Performance, except where an alternative arrangement has been made for the Performer to be supplied use of equipment available at the Venue. The Performer reserves the right to designate a representative who will have sole authority in mixing and controlling all sound and light equipment during the Performance and during each rehearsal. Notwithstanding the above, the adjustment of the volume and sound level of any equipment will be at the sole discretion of the Client.

Security Deposit

12. The Performer will not be required to post a security deposit against any or all possible damage related to or arising from the Performance, unless agreed otherwise in writing.

Force Majeure

13. Neither the Performer nor the Client will be held liable for any failure to perform its obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labour difficulties or strike, performer incapacitation, inclement weather, epidemic, interruption or delay of transportation service, acts of God, or any other legitimate cause beyond the reasonable control of the Performer and the Client.

Sickness and Accidents

14. The Performer agrees to meet its obligations under this Agreement subject to legitimate incapacity by sickness or accident. Failure to meet its obligations under this section will result in the Performer returning any and all paid deposits to the Client with no further obligations to the Performer or the Business whatsoever.

No Recording of the Performance

15. Unless otherwise agreed, recording or transmitting of the Performance by anyone through any means whatsoever will not be allowed under this Agreement. It is the responsibility of the Client to enforce this provision.

Indemnification

16. The Performer is responsible only for its own conduct. The Performer will be compensated by the Client for any and all damage done to the Performer's equipment by the Client, its agents or guests. The Client indemnifies and

holds the Performer harmless for any and all property damage or personal injury that results from or is related to the Performance that is not directly caused by the Performer.

Permits

17. The Client warrants and represents that it has obtained any and all permits, approvals, licenses and variances necessary for the Performance.

Pyrotechnics

18. Unless otherwise agreed in writing, no pyrotechnic devices will be allowed during the Performance. Violation of this provision will result in immediate cancellation of the Performance and all parts of this agreement except sections; 6 and 7 where the Fee will still be considered due and payable.

Security

19. The Client will take reasonable precautions for the safety of the Performer and the Performer's equipment during all aspects of the Performance and at all times while the Performer and the Performer's equipment is on the Venue premises. The Client is also responsible for ensuring that only the Performer and its designated technicians and representatives are allowed on stage, in the performance area or in the backstage area.

Picket Lines

20. The Performer will not be required to cross a picket line established by a labour organisation at the Venue nor will the Performer be disciplined or this Agreement be considered or deemed breached by the Performer, by reason of the Performer's refusal to cross such picket line.

Governing Law

21. This Agreement will be governed by, and construed in accordance with, the laws of England. The Client and the Performer each submit to the jurisdiction of the courts of England for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Mediation and Arbitration

22. If a dispute will arise under the terms of this Agreement, the party claiming the dispute will have 14 days to notify the other party. The party not claiming the dispute will have 31 days to remedy the dispute. In the event that the dispute is not remedied within this time period, then any party at its option will have 10 days to submit the dispute to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in

accordance with the statutory rules of that program. If such services are not available, the dispute will be submitted to arbitration in accordance with the laws of England. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within England.

Covenant of Good Faith and Fair Dealing

23. The Client and the Performer agree to perform their obligations under this Agreement, in all respects, in good faith.

Miscellaneous Terms

24. Time is of the essence in this Agreement
25. This Agreement may be executed in counterpart.
26. Making and permitting a booking to proceed is considered to be acknowledgment that the Client has read, understood and agrees to all terms of this agreement where this document has been made readily available for the Client to review.
27. No part of the Performance may consist of acts in violation of any local laws, codes, statutes, ordinances, regulations, rules or any other requirements including building and fire regulations.
28. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
29. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
30. This Agreement contains the entire agreement between the parties and cannot be changed except by written instrument subsequently executed by the parties to this Agreement. All negotiations and understandings have been included in this Agreement, Statements or representations which may have been made to the Client by the Performer, or to the Performer by the Client, in negotiation stages of this Agreement may in some way be inconsistent with this final written contract. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
31. The Performer specifically warrants and represents that all copyrighted material to be performed has been licensed or authorised by the copyright owners or their representatives. The Performer indemnifies the Client for any Copyright infringement and any expenses that may result from such copyright infringement during or as the result of the Performance.

32. The Client will be responsible for providing suitable power and electricity for the Performance
33. It is the intent of the parties to this Agreement that the Performer is an independent contractor and will control the manner and means of the Performance. The Client will control the scheduling of the Performance. The Performer is not an employee of the Client.
34. You are reminded that by proceeding your booking with the Business, this document will form a legal agreement between you, the Client and the Business. If there is any part of the agreement you do not wish to agree to, or find yourself with a lack of understanding, you are instructed to cancel your booking with the Business immediately and raise any queries or concerns with the Business or an authorised representative at the earliest possible opportunity. A new booking may be possible subject to new applicable Terms and Conditions being agreed by all parties concerned.