

SHADEREGGAE ELECTRONIC PERFORMANCE CONTRACT

This contract (the "Agreement") is made as of the ____ day of _____, 2019 between Island Blend Inc. (the "Operator") and ShadeReggae (the "Band") for the hiring of the Band as independent contractors to perform (the "Show") for Operator at the Roswell Caribbean Festival located at the address 38 Hill Street Roswell, GA 30075 United States (the "Venue").

It is hereby agreed as follows:

1. The parties agree that the time and place of Show will be at the Venue located at 38 Hill Street Roswell, GA 30075 United States, on the 13th day of July, 2019, at 9 pm.
2. Show will be a musical performance with musical content decided by Band. Show will last of a minimum of 30-45 minutes.
3. Payment. Compensation for the Show will be \$1000.00 USD, payable by electronic or physical payment via our website www.shadereggae.com (the Deposit and Final Payment together being the "Fee"). A 50% deposit of Fee is due immediately upon the execution of this contract by both parties (the "Deposit"). This is a required condition for the contract to proceed; if a 50% deposit of Fee is not tendered upon the signing of this contract, no further obligation for either party comes due. The remaining 50% of the Fee is due immediately prior to Band's Show, but may be made earlier (the "Final Payment").
4. Cancellation. If Final Payment is not made by the time immediately prior to Band's Show, Show may be cancelled by Band, and Operator may not seek any damages. Operator may cancel the Show upon 48 hours' written notice to the Band. If Operator cancels the Show, the Deposit is non-refundable, but Operator will not have to pay the Final Payment. If Show is cancelled upon less than 48 hours' written notice,, Operator must pay Band's full Fee. Band may cancel at any time prior to ticket sales by Operator, in which case Band must refund the portion of the Fee already received in its entirety.
5. Force Majeure. In the event Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of Band, the Deposit is non-refundable, but no other portion of Fee is due. The parties may negotiate a substitute Show on the same terms as this Agreement, save for the time of Show, with no further deposit of Fee due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.
6. Band Guest Tickets. Operator will make available to Band ten (10) complimentary tickets to Show for Band to use at Band's sole discretion.

7. Food and Drink. Operator will provide Band with meals or cash buyout (at \$15/person), and 10 bottles of water.

8. Parking. Operator will secure sufficient parking for the Band member's vehicle(s) within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the show and lasting until 1 hour after the show.

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. A selection of sandwiches available at sound check would be greatly appreciated. Turkey, Tuna, Ham, BLT for 8 people on whole wheat or multi-grain bread, with butter, mustard and mayo on the side.

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.

11. Indemnification. Operator indemnifies and holds 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 (the "Arbitration Process") and according to the rules of that Arbitration of the state in which the contract was made. 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 their respective attorney may be recovered from the other party in an arbitration award.

13. Severability. If any portion of this 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 the home state of contract.

15. Riders. Nothing in the 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.

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 (above).

Executive Band Manager: /S/ Matthew H Michaud

Matthew H. Michaud In Motion Records.

Band's Name:ShadeReggae & The Lost Keys

Operator's Representative Electronic Signature: **by submitting your payment for this purchase, you are agreeing to the terms of the agreement**

Operator's Representative typed name and title: **Island Blend Inc.**