

PERFORMANCE AGREEMENT

This Agreement made as of _____ by and between the parties identified below.

In consideration of the following covenants, conditions, and promises, _____ (hereinafter referred to as "Client") agrees to hire Rick Stanley (hereinafter referred to as "Artist") for a Performance, and Sarada, Inc. (hereinafter referred to as "Agent") agrees to provide such Performance services, under the following terms and conditions set forth in this contract.

Place of Performance: _____

Street Address

City/State/Zip

Name of Contact Person for Client

Telephone

Date/Time of Each Performance: ____/____/____

Duration of Each Set: ____minutes

Description of Performance: _____

Guaranteed Fee

Date Fee is Due

Deposit Amount/Date Due

Percentage (specify calculation)

Payable to:

Sarada, Inc.

607 W. Broadway, Suite 108

Fairfield, IA 52556

Additional Terms and Conditions:

Sound Check: The setup and sound check time with full access to stage and P.A. equipment on the date of Performance shall be at _____ AM/PM.

Security: Client will provide sufficient security so that no unauthorized person will have access to the Performance area, stage area or backstage area. Artist will provide names of persons or guests authorized to be in the Performance area. If security backstage passes and/or laminates are to be used, a representative of the Artist will supply to Client a photocopy of the pass system to be used for the Performances in accordance with the terms and conditions of this Agreement

Transcription: No Performance and/or this Performance shall not be recorded, videotaped, reproduced, transmitted, or disseminated in or from the place of Performance in any manner or by any means whatsoever without the prior written permission of Artist.

Promotion and Production: Client shall be responsible for all matters pertaining to the promotion and production of the scheduled Performance, including but not limited to venue rentals, security, and advertising. Client agrees to promote the scheduled Performance(s) and

will use its best efforts to obtain calendar listings, feature articles, interviews of the Artist, reviews of the Performance and Artist's CDs in all local print, radio and television media.

Merchandising: Artist shall have the option to sell CDs, books, and/or merchandising material at the Performance and shall retain the proceeds of such sales.

Free Tickets: _____ free tickets shall be provided by the Client for Artist.

Insurance: Client agrees to retain any and all necessary personal injury or property damage and loss liability insurance with respect to the activities of Artist on the premises of Client or at such other locations or venues (public area or restaurant, pub, country club, festival grounds, etc.) where Client directs Artist to perform. Client agrees to indemnify and hold Artist harmless from any and all claims, liabilities, damages, and expenses arising from any action or activity of Client or Artist while Artist is rendering the contracted services except for claims arising from Artist's willful misconduct or gross negligence. Client may attach a certificate of insurance as proof of coverage.

Cancellation: In the event that Client cancels any Performance less than five (5) weeks before the date of such Performance, Client will pay Artist, as liquidated damages, one-third of the guaranteed fee. In the event that Client cancels any Performance less than two (2) weeks before the date of such Performance, Client will pay Artist, as liquidated damages, one-half the guaranteed fee agreed to be paid for such Performance. The agreement that Artist performs is subject to detention by sickness, accident, riot, strikes, epidemic, acts of God or other legitimate conditions beyond their control.

Disputes: In the event any dispute arises under this Agreement that results in litigation or arbitration, the prevailing party shall be paid its reasonable attorney's fees and costs by the losing party.

This Agreement and any attachments or riders incorporated herein, shall be governed by the state of Iowa law, may be modified only signed writing, and is binding and valid only when signed by the parties below, and Artist has received the deposit (if required) specified no later than _____(date).

DATE _____

DATE _____

SARADA, INC. FID 81-0602926
Authorized signature of Agent for Artist
Claudine Stanley, President

CLIENT Signature

(TITLE)

Address of Agent

Address of Client

CITY STATE ZIP

CITY STATE ZIP

Please keep one executed copy of this Agreement for Artist and one for Client