

**CONTRACT NAME: AGREEMENT BETWEEN STREET BEAT AND DAVIS
JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement provides two school assemblies at Korematsu Elementary School on May 30, 2019. The assemblies will provide students the opportunity to experience a live presentation of street music including dancing and drumming

FISCAL IMPACT: Donations from the Korematsu PTO will cover the cost of these assemblies.

STREET BEAT®

California's #1 Drumming & Dance Troupe

4654 Carnegie St. - Los Angeles - CA 90032 (310) 403-7884 www.streetbeat.biz info@streetbeat.biz

STREET BEAT

ARTIST/ATTRACTION FIXED COMPENSATION AGREEMENT

Agreement made this 19th of February, 2019, between **Street Beat** (hereinafter called the "Artist/Attraction") and Mary L. Ponce, Fred T. Korematsu Elementary, with its principle place of business at 3100 Loyola Dr, Davis, CA 95618 (hereinafter called "Presenter").

1. Details of the Performance (a) Presenter hereby engage from Artist/Attraction the services of the Artist for the Performance(s), on the date(s), exact start time(s) and place(s), and for the compensation all as set forth herein, and the Artist/ Attraction hereby agrees that Artists shall render such services, subject to the terms and conditions set forth herein.

(b) Number of Performances:

Two

(c) Type of performance(s), Day(s), Date(s), Exact start time(s), and Place(s):

Hip Hop Pizzazz (back-to-back)

May 30, 2019

@ 12:30 & 1:20 PM

(d) Setup, Tech, Striking:

Street Beat will set-up and load 20-30 minutes before the show start time

(e) Venue Name & Address:

Fred T. Korematsu Elementary

(f) Person to Notify on Arrival:

Mary L. Ponce

2. Compensation: The compensation to be paid by the Presenter to the Artist/Attraction shall be the sum of \$1,350.00

*** Please note, if exact start times, in accordance with contract stipulation, are delayed for reasons not caused by Street Beat, a fee of \$30 per booked performer will be added for every 30 minute delay.**

3. Payment of Compensation: Payment is due by 5/30/2019. Fee is extremely special and confidential.

Presenter Initial:

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INCOMPLETE OR INACCURATE INFORMATION FURNISHED BY THE PRESENTER AS SET FORTH ABOVE SHALL NOT RELIEVE PRESENTER FROM FULFILLMENT OF ITS OBLIGATIONS HEREUNDER.

ALL OF THE PROVISIONS SET FORTH AS "ADDITIONAL PROVISIONS" AND ALL THE REQUIREMENTS SET FORTH IN ANY ADDENDUM ANNEXED TO THIS AGREEMENT ARE HEREBY INCORPORATED IN THIS AGREEMENT WITH THE SAME FORCE AND EFFECT AS THOUGH SET FORTH IN FULL ON THIS PAGE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above set forth.

By:
Street Beat LLC
by Ben Hansen, President

By: _____
Presenter (Organization Name)

Presenter Initial:

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ADDITIONAL PROVISIONS

1. **Presenter's Warranties and Representations:** Presenter hereby warrants and represents to Artists/Attraction as follows: (a) that it has or will have a lease for the Venue covering the date or dates of the Performance(s) and Rehearsal(s), that during the Performance(s) the lease will be in full force and effect, and neither Presenter or Venue will be in default thereof, and that the lease will be exhibited to Artist/Attraction upon request. (b) That admission to the Performance(s) and seating in the Venue shall be without regard to race, color, religion, or national origin. (c) That the Presenter will be solely responsible for the payment of all charges, assessments, royalties or license fees required to be paid for the right to perform all music performed at the Performance(s).
2. **Indemnity:** Presenter hereby agrees to indemnify Artist/Attraction from and against any claim to breach of any of Presenter's representation, warranties, and agreements hereunder and from any claim of third parties of any kind, nature, or description for personal injuries or property damage in connection with the Performances(s) except with respect to any claim proven to be due solely to the willful act of Artist/Attraction, from which claim Artist/Attraction similarly agrees to indemnify Presenter.
Artist agrees to indemnify and hold harmless Presenter from any and all claims arising from negligence or misconduct of Artist related to the performance. Artist also agrees to provide Presenter with a Certificate of Insurance for the date of the performance.
3. **Impossible of Performance:** In the event the performance of any covenants of this Agreement on the part of the Artist/Attraction or Presenter shall be prevented by the act of God, physical disabilities, the acts of regulations of the public authorities or labor unions, labor difficulties, strike, war, epidemic, interruption or delay of transportation services, or any other caused beyond the reasonable control of such party, such party shall be relieved of its obligations hereunder with respect to the Performance(s) so prevented in account of such cause. If the Performance(s) shall be prevented for any of the foregoing causes, neither the Presenter nor Artist/Attraction shall be under any obligation to present the Performance at a different time, except that if the Performance(s) shall be prevented for any of the foregoing causes, the Presenter shall use its best effort to re-engage the Artist/Attraction within a twenty four (24) month period on the same terms and conditions set forth herein, subject however to the Artist's availability. In the event the Artists consists of person other than featured performer and one or more of such persons cannot perform for any reason, Artist/Attraction shall have the option either to use its reasonable efforts to furnish a substitute for each such person, which substitute Presenter agrees to accept, or to perform without such person, in the which event the Artist/Attraction shall not be liable for such failure of any such person to perform, or to treat such person's unavailability as an Act of God on the part of the Artist/Attraction.
4. **Notices:** All notices to presenter and Artist/Attraction shall be in writing addressed, in the case of Presenter, to its address set forth above.

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5. **Modification, Etc.** This Agreement contains the entire understanding of the parties, shall be amended or modified only by a writing executed by Presenter and Artist/Attraction, and shall be construed, governed and interpreted pursuant to the laws of the State of California applicable to agreements wholly to be performed therein. Presenter shall not have the right to assign the Agreement or any of the Presenters obligations hereunder.
6. **Remedies.** In the event Presenter breaches or defaults in the due performance of this Agreement or any of its warranties, representations, or agreements hereunder, or in the event prior to the date of the first Performance the Presenter has failed, neglected or refused for any reason whatever to perform any obligations under this agreement with any other artist or attraction, or if in the sole opinion of the artist, the financial standing or credit of the Presenter has been impaired or is unsatisfactory (and any such events shall hereinafter be deemed an "Event of Default"), then and upon the occurrence of the Event of Default, Artist/Attraction shall have the right to terminate this agreement and its obligations hereunder. Presenter acknowledges that Artist/Attraction has refused offers for other performances in order to enter this Agreement and that Artist/Attraction has incurred substantial out of pocket expenses in connection herewith: and therefore agrees in an Event of Default, that any and all sum payable to Artist/Attraction as compensation be immediately due and payable, that any and all sums paid to Artist/Attraction, shall be retained by the Artist/Attraction as liquidated damages, and the Artist/Attraction shall have the right to present any letter of credit furnish it for payment. Artist/Attraction shall have, in addition and not in lieu of those remedies set forth above, the right, if there is an Event of Default to exercise all of its rights and remedies against Presenter at law or in equity. All such rights and remedies may be exercised cumulatively or in the alternative at the sole discretion of Artist/Attraction.
7. **Services of Process:** Presenter hereby irrevocable submits to the jurisdiction of the Courts of the State of California and the jurisdiction of the United States District Courts for the Southern District of California for the purpose of any suit, action, or other proceeding which may be brought by the Artist/Attraction against Presenter arising out of or based upon this Agreement or the subject matter thereof. Presenter hereby waives, and agrees not to assert in any such suit, action, or proceeding, any claim, that is not subject to the jurisdiction of the above named Courts, that its property is exempt from attachment or execution, that such suit, action, or proceeding is brought in an inconvenient form, or that the venue of such suit, action or proceeding, is improper. Presenter hereby consents to service of process registered mail at the address that which notices are to be given and agrees that such service shall be deemed effective upon the Presenter as it personal service had been made upon Presenter within California.

Presenter Initial: