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Ogden, UT

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**BREWSKIS / THE CITY CLUB
STANDARD FORM ENTERTAINMENT CONTRACT**

Name of Artist(s):

Agent/Company (if any):

Address:

Phone:

Fax:

Date of Agreement:

Date of Performance:

AND ALL FUTURE DATES

Artist(s) shall arrive before: **LOAD IN 7PM SOUND CHECK 8PM** Time of Performance: **9PM**

Type of Performance: live music

Location of Performance(s):

Purchaser:

The City Club or Brewskis by: BJ Parker

Position: Manager

Agreed Price for Performance(s):

Check Payable to:

Federal ID # or Social Security # or Check Recipient:

IN WITNESS WHEREOF, the undersigned have set their respective hands on the
Date of Agreement recited above.

The City Club or Brewskis

ARTIST

By: BJ Parker

By:

Date:

Date:

This agreement is subject to all terms and provisions in the attached The City Club or Brewskis Entertainment Contract Rider.

**The City Club or Brewskis
ENTERTAINMENT CONTRACT RIDER**

The terms and provisions of this The City Club Entertainment Contract Rider ("the Rider") are incorporated by this reference into the attached Standard Form Entertainment Contract, dated (the Contract), between The City Club or Brewskis du Lac ("Purchaser") and ("Artist").

The parties to this Rider and the contract intend the relationship between them to be one of an independent contractor and customer. No employee, agent, servant, representative or contractor of Artist shall be, or shall be deemed to be, an employee, agent, servant, representative or contractor of Purchaser. The manner, means and methods of providing the services contemplated in the Contract and the Rider are to be under the sole direction and control of Artist, with the exception of Artist's departure and arrival times and the minimum or maximum length of performance. None of the benefits provided by an employer to its employees, including but not limited to any wages or compensation, workers' compensation insurance or unemployment insurance shall be available from or through Purchaser to Artist or the employees, agents, servants, representatives or contractors of Artist at any time. Artist represents and warrants that it has in place and will maintain in effect throughout the contract term insurance in an amount sufficient to cover Artist and its employees, agents, servants, contractors and representatives who are performing Artist's obligations arising out of the Contract and this Rider, including but not limited to sufficient coverage for work-related injuries sustained by Artist's employees, employers' liability coverage, auto liability coverage and general liability coverage.

Artist shall remain liable for the acts of its agents, servants, employees, representatives and contractors during the performance of any of Artist's obligations arising under the Contract and this Rider and during any travel to and/or from the Purchaser's venue. Artists hereby undertakes and agrees to indemnify, defend and hold harmless Purchaser and its affiliates, successors, assigns, employees, agents, servants, contractors, representatives, officers and trustees, in their individual and official capacities, from any and all losses, claims, demands, expenses, damages (including loss of use), judgments, costs (including attorneys fees), actions and causes of action arising out of the negligence or intention acts or omissions of Artist or its employees, servants, agents, contractors, or representatives, and shall defend any suit or action brought against them, or any of them, based on any such alleged injury (including death) or damage and shall pay all damages and claims resulting from.

Artist agrees to comply with all local ordinances and codes, applicable state and federal statutes and regulations, whether existing or in the future, in performing its obligations arising out of the Contract and this Rider. Artist

agrees to deduct, pay and remain solely responsible for any necessary workman's compensation insurance premiums, income taxes, required withholdings, unemployment insurance premiums, agent's fees or commissions, or union dues arising out of the performance of Artist's obligations arising under the Contract and or this Rider, and Artist will hold Purchaser harmless against any such expenses, fees, commissions, and/or alleged violation(s) of any local ordinances, codes, statutes and/or regulations, as well as against any claim(s) by any Union(s) and/or Agent(s) for benefits, fees, commissions, dues, or other payments arising out of or resulting from the performance contemplated herein.

agrees to deduct, pay and remain solely responsible for any necessary workman's compensation insurance premiums, income taxes, required withholdings, unemployment insurance premiums, agent's fees or commissions, or union dues arising out of the performance of Artist's obligations arising under the Contract and or this Rider, and Artist will hold Purchaser harmless against any such expenses, fees, commissions, and/or alleged violation(s) of any local ordinances, codes, statutes and/or regulations, as well as against any claim(s) by any Union(s) and/or Agent(s) for benefits, fees, commissions, dues, or other payments arising out of or resulting from the performance contemplated herein.

Artist represents and warrants that in performing its obligations under the Contract and this Rider it is not and will not be infringing upon any property right, patent right, or other legal right of any person or entity; and, if any suit is brought or claim is made by anyone alleging that Artist (or anyone in conjunction with the ownership or presentation of the performance by Artist) is infringing upon or violating any property right, patent right or other legal right by performing the services contemplated herein, then Artist will indemnify, defend and hold harmless Purchaser against and from any and all loss, claim, damage, cost, attorneys fees or other loss whatsoever.

Any dispute between Artist and Purchaser concerning the validly, construction and/or effect of the Contract and/or this Rider shall be resolved. By executing this Rider, Artist hereby submits to the jurisdiction and venue of said court and knowingly and voluntarily waives the right to later challenge the same in any forum.

be made or required prior to the performance contemplated hereunder. Payment will be made payable as provided in the Contract, immediately following the performance.

If any cautions by Artist or Artist's employees, agents, servants, or representatives are in a conflict with any policies, rules or regulations of Purchaser while Artist is on Purchaser's property, and Artist or its employees, agents, servants or representatives fall or refuse to correct the same upon verbal notification by Purchaser, the Purchaser shall have the right to immediately terminate the performance and cancel the Contract and this Rider with no liability whatsoever. Artist(s) and Artist's employees, agents, servants, and representatives shall not be under the influence of any intoxicating beverages, narcotics or drugs at any time while on Purchaser's property. Any violation of this provision will result in immediate termination of the Contract and this Rider by Purchaser with no liability whatsoever.

The Contract and this Rider represent the entire agreement between the parties hereto and supersede all prior negotiations and/or agreements between the parties. Any additions, deletions or revision to the Contract and/or this Rider must be in writing and initialed by both parties in order to be valid.

Any damage to Purchaser's property or any rented equipment which results from the acts or omissions of Artist and/or its employees, agents, servants, representatives or contractors shall be the responsibility of Artist and payment for any such damage shall be made by Artist within thirty (30) days of written notification of the damage by Purchaser.

In the event of any conflict, inconsistency or incongruity between the terms of the Contract and this Rider, or between this Rider and any other Contract or Rider concerning the subject matter hereof, the terms and provisions of this Rider shall in all respects govern the control.

In signing the Contract and this Rider, the undersigned parties hereby represent and warrant that they are duly authorized representatives of the person or entity for which they sign and legally entitled to enter binding contracts on its behalf; that they have read this entire document; that they understand the terms and provisions of this document; that they know this document will affect their legal rights and/or those of the person or entity they represent; and that they have signed this document knowingly and voluntarily.

Since the essence of the Contract and this Rider concern the specific individuals and the unique personalities and talents of Artist, Purchaser will only pay the fee specified in the Contract if the Artist performing is, in fact, the specific Artist agreed upon. If in the case of a group, the entire group does not perform, or if the Artists is no the Artist specified in the Contract, payment of the fee shall not be required unless Artist has notified Purchaser of the change in advance of the performance and Purchaser has agreed, in writing, to allow the group to perform with less than the entire group or with performers other than those contemplated when the Contract was

executed.

All of the terms and provisions of this Rider and the Contract shall be enforceable irrespective of whether the Artist is being compensated or is performing free of charge, such as in the case of a benefit performance.

ADDITIONAL PROVISIONS: (Must be initialed here by each party)

IN WITNESS WHEREOF, the undersigned parties have set their respective hands on the Date of Agreement recited in the attached Contract.

BREWSKIS/THE CITY CLUB

ARTIST

By: BJ Parker

BJ Parker

By:

MANAGER
Signature)

AGENT (or Authorized

Date:

Date: