



## ANTHEM AND ARIA PERFORMANCE AGREEMENT

THIS AGREEMENT is made between Anthem And Aria ("Performer") and The Dairy Arts Center, ("Client"), collectively the Parties and each a Party.

WHEREAS, Client desires to have entertainment related services performed on their behalf, and

WHEREAS, Performer is in the business of providing entertainment related services; and

WHEREAS, Client seeks to hire Performer and Performer seeks to work for Client under the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. *Duties and Responsibilities of Performer.* Performer shall provide entertainment services to Client during the term of this Agreement in accordance with the standards and customs established by Performer from time to time. These services are itemized in Schedule A and made a part hereof.
2. *Compensation.* In exchange for performance of such entertainment services, Client will pay Performer the compensation for services rendered as set forth in the fee schedule attached hereto as Schedule A and made a part hereof. Billing includes transit time to and from the worksite.
3. *Timing of Payments/Late Payments.* All Payments to Performer shall be made according to Schedule A.
4. *Performance Conditions.* Client agrees to the Performance Conditions attached hereto as Schedule B.
5. *Materials & Supplies.* Performer shall use its own equipment, materials and supplies at its absolute discretion in performing services under this agreement.
6. *Venue for Services Provided.* Performer will perform all services for Client at the venue indicated on Schedule A.
7. *Safety of Location/Venue.* Client agrees to be strictly liable for the costs, including attorney's fees and costs, arising from any injuries to Performer, its employees, owners, agents, or assigns, resulting from condition of the location/venue of entertainment, jobsite or premises at which Client directs Performer to perform work under this Agreement. Client further agrees to have and maintain adequate insurance coverage in the event of damage to the venue or injury to Client's family, guests and invitees occurring during the course of the performance of services.
8. *Term.* This Agreement will begin on the date entered next to the Client's signature below, or from the date upon which services are first performed for Client if no such Signature date exists, and continue until all services under Exhibit A have been substantially performed.
9. *Termination.* Either Party may terminate this Agreement at any time by providing thirty (30) days written notice of termination at the above addresses, or at such other addresses as the Parties hereafter designate in writing. In the event this Agreement is terminated pursuant to this provision, Client shall be entitled to a refund of Client's paid deposit, if any.
10. *Waiver/Modifications.* No waiver or modification of this Agreement, in whole or in part, will be valid unless in writing and duly executed by each of the Parties. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision hereof, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.
11. *No Guaranty/No Warranty.* Although Performer uses its best efforts to provide Clients with high quality entertainment, Performer cannot guaranty or warrant the effectiveness or aesthetic value of any particular entertainment effort undertaken on behalf of Client. Client agrees that Performer may substitute, add or reduce performers of equal merit, at Performer's sole discretion, in order to provide the agreed upon entertainment services under this Agreement. Performer provides no guaranty that any particular person or entertainer will perform any services under this Agreement.
12. *Extraordinary Circumstances.* This Agreement shall not be terminated in whole or in part, nor Performer held liable in damages, because of Performer's unavailability due to sickness, accidents, inability to perform, means of transportation, acts of God, or any other condition beyond the Performer's control. In the unlikely event that the Performer is unable to provide the services as agreed, Performer may: substitute performers as provided in Section 11 herein, reschedule a similar performance at mutually agreed upon date or refund monies pre-paid by the Client, at the Performer's option. The Client is liable for full payment in the event that the time and/or location of the performance, as stated in this Agreement, is incorrect resulting in a missed performance by the Performer through no fault of their own. Performances postponed due to inclement weather shall be rescheduled for a mutually convenient time and location. In the event such a rescheduling of the performance occurs under this Section, the parties may verbally agree to the date, time and place of the rescheduled performance, without written modification of this Agreement.
13. *Non-Interference/Non-Circumvention.* Client agrees that during the Term of this Agreement and for a period of at least two years thereafter, he/she will not, without the express prior written consent of the Performer, directly or indirectly:
  1. solicit, induce or influence any client, customer, supplier, lender, lessor or any other person which has a business relationship with the Performer to discontinue or reduce the extent of such business relationship with the Performer; or;
  2. hire, recruit, solicit or otherwise induce or influence any owner, employee, agent, independent contractor and or sales agent of the Performer to discontinue his or her employment, agency or other relationship with the Performer; or;
  3. employ or assist any third party in employing, or subcontracting with, any person who is at the time (or was at any time within six (6) months prior to the date of such employment) an employee or independent contractor of the Performer; or;
  4. circumvent Performer by directly or indirectly hiring, contracting with, or receiving services from any employee, contractor or agent of Performer, whether for pay or otherwise, to the extent that such services are entertainment in nature, impart knowledge to a student, or are similar to those described in this Agreement.

Client agrees that any such act will cause irreparable harm to the Performer, and shall entitle the Performer to liquidated damages in the amount of \$75,000. Such monies shall be paid as liquidated damages and not as a penalty. The Parties agree that such amount is reasonably related to the actual damages likely to be incurred owing to breach of this section and has been mutually arrived at for clarity and convenience of determination. This amount shall in no way preclude Performer from bringing any claims against Client for any additional actual or consequential damages Performer may have relating to breach of this section..

14. **EXCULPATORY CLAUSE /ASSUMPTION OF RISK / RELEASE OF LIABILITY**

AS LAWFUL CONSIDERATION FOR RECEIVING SERVICES FROM PERFORMER IN THE MANNER REFERENCED HEREIN, I, THE CLIENT, ON MY BEHALF AND ON BEHALF OF ANYONE WHO CAN CLAIM THROUGH ME, DO HEREBY RELEASE FROM ANY LEGAL LIABILITY, AGREE NOT TO SUE, CLAIM AGAINST, ATTACH THE PROPERTY OF OR PROSECUTE, AND FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS PERFORMER, AND ALL OF THEIR OWNERS, OFFICERS, MEMBERS, ATTORNEYS, ASSIGNS, ORGANIZATIONS, AFFILIATES, AGENTS AND EMPLOYEES AGAINST AND FOR CLAIMS RELATING TO, ANY ACCIDENTAL, UNINTENTIONAL, EMOTIONAL OR NEGLIGENT INJURY TO MYSELF, MY FAMILY AND MY INVITEES ATTENDING ANY SUCH PERFORMANCE, INCLUDING DEATH, IN PART OR WHOLE CAUSED BY, RESULTING FROM, OR OCCURRING DURING, MY RECEIPT OF SERVICES UNDER THIS AGREEMENT. THIS RELEASE SHALL INCLUDE WITHOUT LIMITATION CLAIMS FOR NEGLIGENCE, INCLUDING NEGLIGENCE PER SE. HOWEVER, NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS RELEASE OF LIABILITY FOR WILLFUL AND WANTON RECKLESSNESS OR INTENTIONAL HARM. THE NATURE OF SERVICES AND ALL OTHER HAZARDS AND EXPOSURES CONNECTED WITH BEING A RECIPIENT OF THE SERVICES HEREUNDER INVOLVE RISK AND I AM COGNIZANT OF THE RISKS AND DANGERS, INCLUDING WITHOUT LIMIT THOSE INHERENT IN PERMITTING STRANGERS TO ENTER AND OR HAVE ACCESS TO MY PRIVATE HOMES, OFFICES, APARTMENTS, GUESTS, INVITEES AND FAMILY, AND THAT I AM FULLY CAPABLE OF PARTICIPATING IN THE ACTIVITIES REQUIRED BY THIS AGREEMENT AND WILLINGLY ASSUME ANY RISK OF INJURY OR DEATH TO THOSE GUESTS, INVITEES AND FAMILY AS MY RESPONSIBILITY. I AGREE THAT THIS **EXCULPATORY CLAUSE** IS VALID, THAT IT DOES NOT VIOLATE ANY DUTY TO THE PUBLIC; THAT THE NATURE OF THE SERVICE TO BE RECEIVED HAS BEEN CLEARLY EXPRESSED; THAT THIS AGREEMENT WAS FAIRLY ENTERED INTO; AND THAT THE EXCULPATORY INTENTIONS OF THE PARTIES ARE EXPRESSED CLEARLY AND UNAMBIGUOUSLY.

15. *Limitation of Damages.* NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IF CLIENT BRINGS ANY ACTION CONCERNING THIS AGREEMENT AT LAW OR EQUITY AGAINST PERFORMER, ITS EMPLOYEES, OWNERS, AGENTS, SUCCESSORS, VENDORS, SUPPLIERS OF SERVICES AND OR GOODS, OR ASSIGNS, NO SUCH CAUSE OF ACTION SHALL INCLUDE A CLAIM, NOR MAY RECOVERY BE HAD, FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES TO PROPERTY, FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, BY CLIENT, CLIENT'S CUSTOMER, OR ANY THIRD PARTY, EVEN IF PERFORMER, ITS EMPLOYEES, OWNERS, AGENTS, OR ASSIGNS ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE AFOREMENTIONED PARTIES' TOTAL LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNTS RECEIVED BY PERFORMER PURSUANT TO THIS AGREEMENT. NOTHING IN THIS SECTION SHALL OPERATE TO LIMIT THE AMOUNT OR THEORY OF DAMAGES WHICH ARE AVAILABLE TO PERFORMER IN CONNECTION WITH THIS AGREEMENT OR ANY CLAIM ARISING THEREFROM, INCLUDING PERFORMER'S POSSIBLE COUNTERCLAIMS IN SUITS CONCERNING THIS AGREEMENT.
16. *Disclaimer.* Performer attempts to attract and retain the highest quality entertainers. Nevertheless, Client expressly assumes the responsibility hereunder for conducting any background checks on such persons, as Client considers necessary or advisable. All performances, services and entertainment must be supervised by an adult or legal guardian.
17. *Severability/Enforceability.* In the event that any paragraph or provision of this Agreement is held to be illegal, invalid or unenforceable by any court of competent jurisdiction, such holding will not affect the validity or enforceability of the remaining paragraphs or provisions. To the extent that any paragraph or provision is rendered unenforceable because it is overly broad or unduly narrow, that paragraph or provision shall be limited or expanded to the extent permitted or required by applicable law in order to become enforceable, and shall be construed as having originally been so drafted.
18. *Indemnification.* Client agrees to indemnify, defend, and hold harmless Performer, its employees, owners, agents, and assigns against any claim by any Party not a signatory to this agreement, whether in law or equity, sounding in tort, contract, or otherwise, brought against Performer relating to its actions, inactions, performance, or non-performance arising out of work assigned or performed pursuant to this agreement.
19. *Attorney's Fees.* If any dispute arises between the Parties under this agreement, the prevailing Party shall be entitled to their reasonable fees and costs, including without limitation, actual attorney's fees and costs, payable by the other Party. The Parties agree that any dispute regarding which Party prevailed will be submitted to binding arbitration under the rules of the American Arbitration Association, This 'prevailing-Party dispute' clause shall be the only portion of this agreement which shall be governed by binding arbitration.
20. *Governing Law/Equitable Remedies.* This Agreement and the performance of services hereunder will be governed by the laws of the State of CO, excepting its conflicts of laws provisions. Venue shall be exclusive to the State courts in the city of Denver, State of CO. The Parties agree that any damages under this agreement will be of a nature which might not be remedied by monetary damages alone, and that additional non-exclusive equitable remedies shall be permitted, at the Performer's option, without bond.
21. *Interpretation.* No presumption shall arise owing to one Party having drafted this agreement. Titles and captions here are for courtesy only and are not a part of this agreement, nor shall they have any interpretive weight in any dispute regarding this agreement. Time is of the essence in matter of payment under this agreement.
22. *Binding Effect.* This agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors, assigns, executors, administrators, and nominees.
23. *Survival/Limitation of Actions.* Paragraphs 13 through 25 shall survive the termination of this agreement and remain in full force, as shall all terms of this Agreement which impliedly survive termination. No claim or action concerning, related to, or arising out of this Agreement or any breach of or default under this Agreement, may be commenced by Client more than six (6) months after the occurrence of any such breach or default.
24. *Counterparts.* This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of

which together shall constitute one and the same instrument. Facsimile and electronic mail signatures shall count as originals.

25. *Entire Agreement.* This Agreement contains the complete agreement of the Parties and will supersede any and all other agreements, understandings and representations by and between the Parties hereto, written or verbal. The Parties affirm that they are sophisticated, that this is a fully-integrated agreement, that it is not a contract of adhesion, that it was freely negotiated for value, that no parol evidence shall be admissible or useable for any purpose in any dispute arising under this agreement, and that each has either had advice of legal counsel regarding the propriety of entering into this agreement, or has ample time to attain such counsel and has freely elected to proceed without it.

IN WITNESS WHEREOF, the Parties have signed this Agreement as dated below.

Performer By:

Anthem Tuesday May 23, 2023

Client By:

[Click Here to Read and Sign the Document](#)

## Schedule A - Conditions of Payment

**ALL Checks made out to TIMOTHY CRIPE (unless agency is involved, then check with us)**

**Scope of Services hereunder to be rendered by Performer (The "Performance"):**

**Service Description: Entertainment services of Anthem And Aria**

**Venue:** The Dairy Arts Center,

**Show Date :** 10/28/23

**Show Duration Start Time:** 8:00 PM

**Approximate Show Duration** 1h 0m

### **Compensation and Timing of Payments:**

Client shall pay performer \$5,000.00 as consideration for providing entertainment services under this Agreement. Client agrees that \$2,500.00 of such payment is due and owed as a deposit, payable at the time of acceptance and execution of this Agreement. **Client agrees that the balance of payment due is payable prior to the Performance.** In the case of NET30 organizations, please request payment for Anthem and Aria 30 days in advance of the performance, so that payment is received on time.

### **Cancellations**

In the event Client terminates this Agreement less than 30 days prior to date of Performance, Client agrees said deposit shall be non-refundable, but may be used as credit towards another future show if all parties agree.

**Late Payments.** A late fee of \$25 per day, plus annualized interest of 18% per annum, or the legal maximum, shall be assessed in the event of any late **deposit** payment. The balance of fees due is payable **prior to the beginning of the performance**, by delivery in person to the Performer. Failure to have delivered this balance by the performance's conclusion will result in the Client owing Performer a late fee of \$50.00 per day for each day of delay in payment. These fees shall be construed as liquidated damages, not as a penalty, and is not in lieu of any other legal option available to Performer. If Client payment fails due to insufficient funds, the above interest and late fee shall be applied with an additional \$50 returned check fee.

**Balance Payment Timing:** Balance to be paid **prior to the performance**. We do this to avoid disrupting you or your party after the show.

## Schedule B – Performance Conditions

**Performance Conditions:** To support a successful performance, Client agrees to provide all requests in our RIDER below:

- a) **Performance Area (stand-up/stage shows only):** An indoor venue with a wall, screen, or curtain behind the performer, such that nobody may walk behind them. Plan a space for the audience to sit between "10 and 2" on an imaginary clock. In other words, no one behind the performer, or to the performer's sides. Performance area must be at least 8' deep x 10' wide, uncluttered, be sufficiently lit, and have a space of 3 feet in between the performance area and where the audience sits. (Communicate with Anthem Flint for outdoor events)
- b) **Electricity (stand-up/stage shows only):** An electrical outlet or powered, grounded extension chord within ten feet of the performance space.
- c) **Eating & Drinking (stand-up/stage shows only):** We recommend the performance commence after the dinner plates have been cleared. In addition drink refreshment services should be paused during the performance.
- d) **Performer's Name:** "Anthem And Aria : The Psychic Soulmates" is to be used for any invitations or advertising.
- e) **Special Requests:** In addition, the following particular point(s) have been agreed upon, and are followed by the initials of both the client and performer: We ask for permission to film and photograph our performance, and that only with your permission we may bring a photographer and videographer.

**Please read our Rider below and tell us what you can and can't supply before signing.**

## Contract Rider

**Please let us know if you cannot meet any requirements before signing  
(We suggest printing this out before the show and using it as a checklist)**

**Venue Requirements**

1. \_\_\_ An indoor venue with a stage at least one foot in height, eight feet in depth, and ten feet in width. This is a minimum requirement for rooms which do not already have a stage built in and one must be set up. The ideal stage for a ballroom, theater, hall, etc. is a standard theatrical proscenium stage. Stairs for stage access on the front of the stage are best, as stairs on the side of the stage slow things down. (No Handrails On Front/Center Stairs). Please clear the stage of any podiums or obstructions well before the beginning of Anthem and Aria's show.

**{If you wish to plan an outdoor event tell Anthem immediately so that the proper preparations can be made}**

1.5 \_\_\_ An offstage area or green room for our bags, and for our pre-show preparations. The Room should be no more than a 60 second walk from the stage. Rooms with lit mirrors and bathroom facilities greatly appreciated.

2. \_\_\_ DO have the audience seated as close to the stage as possible. DO place stage in the center of the longest wall in the room so everyone is as close as possible. (Unless Social Distancing is required)

2.5 \_\_\_ DON'T place on a short wall or in a corner. DO NOT place a dance floor between the stage and the audience. (This is of the utmost importance.) DON'T schedule performance simultaneously with dessert service, meals, appetizers, open bar, or wait staff clearing the room. DON'T have obstructions or distractions between the audience and the stage. It is best to wait until service has ceased to begin the show.

3. \_\_\_ Sufficient stage lighting, and when practical, two spotlights with operators. Make sure Anthem and Aria's performance is the brightest part of the room.

4. \_\_\_ An LED video wall backdrop with HDMI connectivity, or two digital projectors of at least 720x1280 resolution with screens to stage left and right with HDMI connectivity. If unavailable, a projector screen center stage and with the bottom of the screen elevated at least 6 ft above the stage. The screen should be at least 10 feet wide. Also acceptable in smaller venues (less than 200 seats) is two TVs to the left and right of stage with HDMI video feeds to both.

5. \_\_\_ Two wireless, Handheld microphones; preferably a Sennheiser or Shure system or one of comparable quality. include 4 STRAIGHT MIC STANDS not boom style.

6. \_\_\_ One 1/4" DI box (Direct Input Box) available at stage right along with Power Strip AC power source. An adequate sound system for speaking and for music. Usually the best results are from a professional stereo PA System, separate from the speakers which may be built into the room. 2 Stage monitor speakers for Anthem and Aria to hear the show are also necessary.

6.5 \_\_\_ Alongside the DI box and power strip should also be an HDMI that connects to the aforementioned Projector. If this is not possible, the DI box and Powerstrip should be moved to the HDMI cable nearest to the stage. Also acceptable is SDI connections.

7. \_\_\_ A technician able to help with install/load in of Video, Audio, Lighting, and to set audio levels and monitor microphones throughout the show.

8. \_\_\_ 60 minute set up/sound check in show room without audience, usually day of event.

9. \_\_\_ A 6-8 foot long rectangular table no more than 4 feet wide on center stage.

10. \_\_\_ SEE ATTACHED VISUAL RIDER/STAGE PLOT (Think of it as a map for a perfect staging!)

**Accommodation Requirements**

1. \_\_\_ One, non-smoking hotel room, billed directly to the client. This room should be at the hotel where the performance will take place. One King Bed room our suite. Rooms should be booked under the names **Timothy Cripe and Marissa Gallegos** and be located as close to the elevator as possible. **(REQUIRED FOR ALL SHOWS OUTSIDE OF A 150 MILE RADIUS OF DENVER COLORADO)**

2. \_\_\_ Six bottles of spring water (Alkaline water 8.5 ph preferred)

3. \_\_\_ If needed, capacity for up to 6 guests to attend entertainment portion of event only.

4. \_\_\_ Anthem and Aria are happy to eat with the audience if dinner is served, just be aware that we are Vegan.

**Additional Agreements**

1. \_\_\_ Anthem and Aria are not responsible for the promotion of your event unless agreed upon otherwise.

2. \_\_\_ Anthem and Aria reserve the right to video-tape their performance.

3. \_\_\_ Anthem and Aria request that we are met by a member of the event/production team upon our arrival or at a designated meeting time so that we can be guided and shown the venue as well as be introduced to any crew. Please provide a POINT OF CONTACT number for an easy load in.

## **Please Sign Below**

[Click Here to Read and Sign the Document](#)

## **VISUAL RIDER AND PM SHEETS**

[https://drive.google.com/drive/u/1/folders/1nMAw\\_PgJ7Gwezt2MswYzQd4t\\_NBCMqIY](https://drive.google.com/drive/u/1/folders/1nMAw_PgJ7Gwezt2MswYzQd4t_NBCMqIY)