



3849 LAKE MICHIGAN DRIVE NW
GRAND RAPIDS, MICHIGAN 49534
(616)791-0095 * FAX (616)791-4419

AGREEMENT made this Monday, July 8, 2019, between **MATRIX ENTERTAINMENT**, a corporation (hereinafter called the "PRODUCER") and **Florence Elementary** (hereinafter called the "PURCHASER"). It mutually agreed between the parties upon all terms and conditions herein set forth, including those on the reverse side hereof entitled "ADDITIONAL TERMS AND CONDITIONS", as follows:

1. **ACT(S)/ARTISTS(S):** **Curiosity Dome A**

2. **DATE(S) OF ENGAGEMENT:** **Thursday, September 26, 2019 -- Thursday, September 26, 2019**

3. **PLACE OF ENGAGEMENT:** **Florence Elementary - Gym
103 Center Street
Florence, KY 41042**

4. (A) **NUMBER OF SHOWS:** 1 (C) **Length of each show:** Approx. 2 hours
(B) **Time of Show(s):** 5:00- 7:00 pm (D) **Report Time:** 3:00 pm

5. **BILLING:** ARTIST shall receive NA in all forms of Advertising.

6. **COMPENSATION AGREED UPON:** \$1,675.00
TRANSPORTATION: Included in fee
OTHER (FOOD, LODGING): N/A
SOUND/LIGHTS: N/A

**Federal ID #
45-3972742**

TOTAL PRICE AGREED UPON: **\$1,675.00**

(There are to be no deductions from the agreed price for any reason whatsoever.)

7. **METHOD OF PAYMENT:**

(A) **A DEPOSIT OF:** N/A shall be paid by the PURCHASER to and in the name of MATRIX ENTERTAINMENT upon signing of contract and returned with all contracts and riders on/before N/A

(B) **A second deposit of** is due by N/A

(C) **Balance of Payment to be paid:** \$1,675.00 Made payable to Matrix Entertainment via check & mailed to the address above prior to the event or the day of the event.

NOTE: Please reference Contract # 41798 on all checks and correspondence.

8. **SPECIAL CONDITIONS:**

Please see rider for space and electrical requirements.

RIDER FORMS IF ATTACHED ARE PART OF THIS CONTRACT AND MUST BE SIGNED

IN WITNESS THEREOF, the parties hereto have hereunto set their names and seals on the day & year first above written.

Florence Elementary / Lindsay Chappell
(If PURCHASER is Corporation - Full & Correct Corporate Name)

Signature and Title of PURCHASER
103 Center Street
Florence, KY 41042
859-282-2156

Robert A. Kramer, Jr.
Signing For Matrix Entertainment.
AGENT: Dave Fandrich

OTHER TERMS AND CONDITIONS ON REVERSE SIDE

Additional Terms and Conditions

9. The artist(s) stated herein is an independent contractor and assumes all responsibility for withholding taxes, Social Security, state taxes, public liability, and workman's compensation insurance and also assumes responsibility for insurance coverage to, from and on engagement and for accident or injury to himself and/or his equipment.
10. In the event of any inconsistency between the provisions of this contract and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER and ARTIST shall control.
11. PURCHASER hereby indemnifies and holds PRODUCER and ARTIST, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expenses, including reasonable attorneys' fees, incurred or suffered by or threatened against PRODUCER and ARTIST or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by on or behalf of any third party person, firm or corporation as a result of or in connection with the engagement, which claim does not result from the active negligence of the ARTIST and/or PRODUCER.
12. PRODUCER'S obligations thereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act of any public authority or any other cause, similar or dissimilar, beyond PRODUCER'S control.
13. In the event of illness, strike, law, Act of God, government regulation or other force majeure occurrence, PRODUCER is unable or is prevented from performing the engagement or any part thereof, PURCHASER shall be obligated and liable to PRODUCER for such proportionate amount of the payment provided for herein as may be due thereunder for any performance(s) which PRODUCER may have rendered up to the time of the inability to perform by reason of such illness or force majeure occurrence. This agreement is between the undersigned PURCHASER and the PRODUCER, or the artist(s) stated herein and is not subject to cancellation except by mutual agreements, Acts of God, proven detention by sickness, accident to means of transportation, riots, strikes, epidemics, or other legal condition beyond the control of the PRODUCER or PURCHASER.
14. Notwithstanding anything contained herein, inclement weather shall not be deemed to be a force majeure occurrence and the PURCHASER shall remain liable for payment of the full contract price even if the performance(s) called for herein are prevented by such weather conditions. PRODUCER shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe.
15. MATRIX ENTERTAINMENT is licensed, bonded, and operates under the laws of the State of Michigan and is regulated by the Michigan Talent Investment Agency, Dept of Talent & Economic Development. P.O. Box 30018, Lansing, Michigan (Phone: AC(517) 373-8490).
16. If payment is not received within thirty (30) days from date of engagement, PRODUCER reserves the right to assess interest on the unpaid amount at the lower of the maximum legal rate of interest or 1 1/2% per month. If the PURCHASER breaches this agreement and this contract is placed in the hands of any attorney for legal proceedings, PURCHASER shall pay in addition to PRODUCER'S damages, interest on the unpaid amount at the lower of the maximum legal rate of interest or 1 1/2% per month, together with a reasonable attorneys fee.
17. This constitutes the sole, complete and binding agreement between the parties hereto. This agreement may not be changed, modified or altered except by an instrument in writing signed by the parties. This agreement shall be construed in accordance with the laws of the State of Michigan applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this agreement, wherever derived, shall be resolved in Kent County in the State of Michigan in accordance with the laws of that State. In the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in the State of Michigan and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing. PURCHASER shall not have the right to assign this agreement, or any provision thereof, but PRODUCER shall have the right, from time to time, and at any time, to assign its rights and/or delegate its obligations thereunder, in whole or in part to any person, firm or corporation.
18. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER liable in whole or in part for any obligation that may be incurred by PURCHASER in PURCHASER'S carrying out any of the provisions hereof, or otherwise. THE PERSONS EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF THE CONTRACT PRICE IN FULL.

MATRIX ENTERTAINMENT
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GRAND RAPIDS, MICHIGAN 49534
(616)791-0095 * FAX (616)791-4419

PERFORMANCE DATA SHEET

CONTRACT: 41798
ACT(S): Curiosity Dome A
DATE OF PERFORMANCE: Thursday September 26th, 2019 -- Thursday September 26th, 2019
PURCHASER: Florence Elementary
LOCATION: Florence Elementary - Gym
103 Center Street
Florence, KY 41042

LIST GPS ADDRESS, NEARBY LANDMARKS, PARKING INSTRUCTIONS, WHERE TO GO TO CHECK IN:

103 Center Street, park in the school parking lot, check in
Florence, KY 41042 the main office.

EMERGENCY CONTACT PERSON FOR DAY OF PERFORMANCE _____

DAY PHONE #: 859-282-2156

EVENING PHONE #: N/A

CELL PHONE #: 859-308-8161 ok to text _____

WHO SHOULD ARTIST REPORT TO UPON ARRIVAL? Lindsay Chappell

IS EVENT OPEN TO THE PUBLIC? NO

OTHER COMMENTS FOR THE ARTIST: _____

Curiosity Dome : *Contract Rider*

UPON SIGNING THIS RIDER, THE FOLLOWING ITEMS BECOME PART OF THE CONTRACT FOR:

**Thursday September 26th, 2019 -- Thursday September 26th, 2019 at
Florence Elementary - Gym**

- 1) Event manager will provide arrival information to contact person at least 24-48 hours in advance of event date.

"Curiosity Dome" can ONLY perform INDOORS !!!

TECHNICAL REQUIREMENTS

Any deviation from all specifications & requirements noted on rider will need PRIOR written approval from a Matrix Associate

- A) Two (2) separate 110 volt, 20 amp circuits required. (Outlets are not circuits)
Separate circuits are defined as each circuit being on its own individual breaker.
- B) A minimum 18.5' x 18.5' event space required with a 10.5' minimum ceiling height.

DATE: 7-10-19

DATE: _____

SIGN: *Amber Chappell*

SIGN: _____

RECORDING OF ANY KIND IS PROHIBITED WITHOUT CONSENT OF MATRIX ENTERTAINMENT