

# M.P.I.

9255 Sunset Blvd., Suite 407  
Los Angeles, CA 90069  
(310)859-7300 • FAX (310)275-7437

## ARTIST ENGAGEMENT AGREEMENT

AGREEMENT made this 5TH day of MAY, 2005 by and  
between the HARDIN COUNTY <sup>SCHOOLS</sup> PERFORMING ARTS CENTER doing  
business as the HARDIN COUNTY <sup>SCHOOLS</sup> PERFORMING ARTS CENTER  
LAWRENCE-SCHULTZ, INC.  
(hereinafter called "operator") and f/s/o VICKI LAWRENCE

(hereinafter called "artist") residing at 9255 Sunset Boulevard, Suite 407, Los Angeles, CA 90069.

WHEREAS, operator seeks to engage the services of artist, and WHEREAS, artist is willing to perform services for operator upon the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the foregoing, the execution hereof and the full and faithful performance of the covenants herein, it is agreed as follows:

1. TERMS OF ENGAGEMENT: Operator hereby engages artist and artist hereby accepts said engagement to present an act as entertainer consisting of an entire show to perform at the \_\_\_\_\_

HARDIN COUNTY PERFORMING ARTS CENTER / Elizabethtown, KY for a  
period of one (1) consecutive day(s), one (1) show at 7:00 p.m. - 90 minutes

The said engagement shall commence on Saturday, April 29, 2006 and  
continue through Saturday, April 29, 2006. Performance shall be rendered in accordance with operator's  
general house policies, including but not limited to scheduling and length of performance.

- 1.a. Ticket Price TBD GENERAL ADMISSION (289 SEATS): \$15, RESERVED (374 SEATS EST.): \$25,  
b. Gross Potential TBD \$15,685 EST. SEASON TICKET PACKAGE (100 EST.): \$20  
c. Seating Capacity TBD 763

2. COMPENSATION: Operator agrees to pay artist and artist agrees to accept as full payment, the sum of  
\$20,000.00 (twenty thousand dollars). Ten percent (10%) due May 31, 2005, forty percent  
(40%) due February 28, 2006 and balance due day of show. Deposits should be payable to  
MPI and balance payable to LAWRENCE-SCHULTZ, INC. f/s/o Vicki Lawrence. All  
monies to be paid via certified or cashier's check. \*SEE CONTRACT ADDENDUM\*

3. EXECUTION OF CONTRACT: Artist has the right to cancel said engagement  
and will not be held liable under any circumstances if the contract is not signed and  
returned within fifteen (15) business days of date of origin.

4. BENEFITS: The artist shall not be required to appear in or attend any benefit without his express consent.

5. SEVERABILITY: If any portion of this agreement is in conflict with any applicable Federal or State law now in force or hereafter enacted, such provision shall become inoperative, but all other provisions of this agreement shall remain in force and intact.

6. INTERPRETATION AND DISPUTES: The agreement shall be interpreted in accordance with the laws

8. MODIFICATION: No purported modification or amendment of this Agreement shall be of any force or effect unless and until reduced to writing and signed both by Operator and by an authorized representative of Artist.

9. CANCELLATION: Operator agrees that Artist may cancel the engagement hereunder, at Artist's sole discretion, by giving Operator notice thereof at least thirty <sup>NINETY (90)</sup> ~~(30)~~ days prior to the commencement date of the engagement hereunder. Artist will not be held liable under any circumstances.

10. FORCE MAJEURE: In the event of sickness of or accident to Artist, or, except as hereinafter provided, if a performance is prevented, rendered impossible or unfeasible, by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions or emergencies, or any cause beyond the control of Artist, it is understood and agreed that Artist shall be relieved of Artist's obligations hereunder with respect to such performance and Purchaser shall have no claims of any kind or nature against Artist relating to such obligations. In the event of the non-performance of a portion of Artist's engagement for any of the reasons set forth in this paragraph 10, Artist shall be fully compensated for Artist's performance of that portion of his engagement which shall have been performed. In the event any monies in excess of the compensation to which Artist shall be entitled therefor shall theretofore have been advanced to Artist, Artist shall return any such excess to Purchaser. Inclement weather rendering performance impossible or unfeasible shall not be deemed a cause beyond the control of the parties for the purpose of this agreement, and payment of Artist's compensation in full shall be made to Artist notwithstanding such weather; provided, however, that Artist is ready, willing and able to perform pursuant to the terms hereof. Purchaser's obligations hereunder shall also be subject to Purchaser's inability to perform by reason of act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of transportation services, war condition or emergencies or any other cause beyond Purchaser's control.

11. INCLEMENT WEATHER: Notwithstanding anything contained herein, inclement weather shall not be deemed to be a force a majeure occurrence, and the Operator shall remain liable for payment of the full contract price even if the performance(s) called for herein are prevented by such weather conditions. Artist shall have the sole right to determine in good faith whether any such weather conditions shall render the performance (s) impossible, hazardous or unsafe.

12. COLLATERAL USE: Operator shall not make or permit others to make any radio or television broadcast, any motion picture, or any sound recordings of Artist's performance hereunder, except with Artist's prior written approval.

13. TECHNICAL EQUIPMENT: In addition to house sound and lighting, Operator shall furnish to Artist any additional sound and lighting equipment that Artist may require, at Operator's sole cost.

14. PERCENTAGE CLAUSE: In cases where the Artist is being paid on a percentage basis, Operator agrees to deliver to the Artist's representative, M.P.I., 9255 Sunset Blvd., Suite 407, Los Angeles, California 90069, at least two (2) weeks prior to the date of performance, a plot plan and printer's manifest of the house (notarized, signed statement from the printer of tickets, listing amount of tickets printed at each price). Operator further agrees to have on hand at the place of performance the night of the show, for counting and verification by representative of the Artist, all unsold tickets. Artist shall be compensated for the difference between the number of unsold tickets on hand and shown to it's representative and the number of tickets on hand shown by the ticket manifest. If Artist shall violate any of the preceding provisions of the paragraph, it shall be deemed that Operator has sold a ticket for each seat in the house (and any permitted standing room) at the highest ticket price for which the house is scaled. Operator further agrees to give said representative the right to enter the box-office at any time (during and after the performance (s) and to examine and make extracts from the box-office records of Operator relating to the gross receipts of this engagement. A written box-office statement, certified and signed by the Operator will be furnished to Artist's representative prior to the end of the performance. Operator may not sell tickets to performance herein as part of a subscription or other type of series of other concerts, without the written

stage is obstructing normal eye-level viewing of the Artist's performance, unless the location of the seat is clearly indicated on the ticket. Tickets sold behind bandstand must be marked "impaired vision" or "behind bandstand". If Operator violates the above agreement, he shall be liable for the total amount of tickets sold at the highest price printed on the ticket. All tickets shall be printed by a bonded ticket house. (Example - Globe Tickets, Arcus-Simplex) or, if the performance is at a college or university, the official printing department of the university or college. Operator agrees not to discount tickets or to offer tickets as a premium without first obtaining permission in writing from the Artist. If Operator does sell or distribute discount or complimentary tickets without prior approval, or in excess of the number printed, he shall be liable for the full ticket price of each such ticket sold or distributed.

15. TICKET BREAKDOWN: Operator will clearly print the specific capacity, gross potential, and ticket price breakdown of the facility where Artist is to perform under this agreement on the face of the contract that this agreement is attached hereto.

16. ADMISSION POLICY: Operator agrees that if NO ADMISSION is charged to any part of the audience for the engagement hereunder, this condition must be so stated on the face of the attached contract. If, at the engagement, there is evidence that admission was or is being subsequently charged for Artist's performance, Operator agrees that Artist must receive one hundred percent (100%) of the admission receipts collected.

17. It is expressly agreed that M.P.I. acts herein as Artist's Agent and is not responsible for any act of commission or omission on the part of either Artist or Purchaser.

18. GROSS POTENTIAL: In the event Artist is to receive a percentage of the gross receipts for this engagement pursuant to the terms hereof, the term "gross receipts" or "gross box office receipts" or similar phrases, shall mean all box office receipts computed on the basis of the full retail ticket price for all tickets sold and in no event less than the full retail ticket price for all persons entering the performances with no deductions of any kind, less only federal, state or local admissions taxes and allowable discounts as approved by Artist in writing. The Operator agrees to scale the ticket prices for this engagement to guarantee potential gross receipts of not less than \$\_\_\_\_\_.

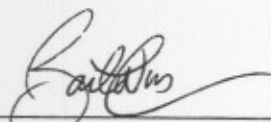
19. NON-LIABILITY OF AGENT: Operator acknowledges that M.P.I. is not a party to this Agreement, has made no warranties or representations to Operator, and is not legally responsible for the performance or non-performance of the Agreement by Artist.

20. ENTIRE AGREEMENT: This instrument, the attached addendum and the attached Artist Rider constitute the entire agreement of the parties with respect to the subject matter addressed herein. There are no other promises, understandings, agreements, representations, warranties or obligations by and between the parties except for those which are expressly contained in this document or the attached addendum and rider.

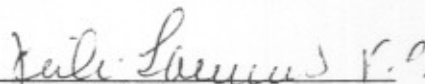
IN WITNESS WHEREOF, the parties have executed this agreement on the date and year first written above \_\_\_\_\_.

AGREED TO AND ACCEPTED:

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HARDIN COUNTY PERFORMING



\_\_\_\_\_