



TALENT PERFORMANCE AGREEMENT

THIS AGREEMENT (the "Agreement") made and entered into this 18 day of January, 2023 (the "Execution Date").

BETWEEN:

CURTIS LABELLE MUSIC – CURTIS LABELLE – ENTERTAINER
(the "Performer")

OF THE FIRST PART

- AND -

Central Alberta Pride Society
(the "Client")

OF THE SECOND PART

BACKGROUND:

- A. The Client agrees to engage with Performer subject to terms and conditions established below.
- B. The Performer is a professional entertainer known as "Curtis Labelle".

IN CONSIDERATION OF and as condition of the Client hiring the Performer and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement agree as follows:

1. **Date and Time of Performance.** The Performance will consist of one show(s) on the date and between the times indicated in the table below and the Venue will be available for load in, sound check, show start time, show end time, load out at the date and time also indicated in the table below:

Date of Event/Location	Load In	Sound Check	Show Start Time	Show End Time	Load Out Time
March 18, 2023 Baymont Inn & Suites Red Deer AB	8:00 AM (inquiry about March 17, evening load in, if possible, at 4 PM would be ideal for all camera crew and lights and artist - need to confirm with Corey)	12:00 PM	7:00 PM	9:00 PM	9:30 PM Discussion of March 19, 2023, of morning load out - need to confirm with Corey

2. **Payment.** In full consideration for all services rendered by the Performer at the Performance, the Client agrees to pay the Performer a fixed negotiated agreed fee of \$ 2500.00 CAD (the "Fee"). The Client agrees to that Payment will be made in full by certified cheque/e-transfer available to the Performer or their designated representative following the designated sound check time.
3. **Security Deposit.** In full consideration for all services provided by the performer, the Client agrees to pay a 50% (fifty percent) deposit of \$ 0.00 (the "Deposit") made payable to the Performer upon the signing by both parties on the execution date of this Agreement.

4. **Food/Accommodation.** The Client agrees to provide for the Performer a negotiated and agreed upon a per diem of \$ 0.00 for food and beverage for each Performance day of this Agreement. In addition, the Client also agrees where applicable to pay for and provide accommodations at **BAYMONT INN & SUITES**, for the duration of the Performance agreement of this TALENT PERFORMANCE AGREEMENT contract between the dates of **CHECK IN DATE March 18, 2023 and CHECK OUT DATE March 19, 2023**. The Client agrees to send all confirmed booking and accommodation information to the Performer or their representative.
5. **Travel.** In the event the Performer must travel farther than 30km to the Event, the Client agrees to pay \$0.30/km for additional mileage outside of 30km. (This amount is estimated and will be added in addition to section 2).
6. **Cancellation.** The Performer reserves the right to cancel this Agreement without obligation upon written notice to the Client no less than 14 (fourteen) days prior to the scheduled event date. In the event of said cancellation, any Deposit made to the Performer by the Client will be promptly returned. Cancellation by the Client for any reason less than 14 (fourteen) days will result in the full forfeit of any Deposit. Furthermore, in the event of cancellation by the Client for any reason less than the 14 (fourteen) days will also require payment of any outstanding balance of the full Fee made payable to the Performer with in 24 hours of the cancellation of this Agreement.
7. **Non-Performance by the Client.** Those obligations of the Client required to be met prior to the Performance are conditions precedent which must be satisfied in full by the Client before the Performer is required to perform unless otherwise agreed to by all parties in writing. If the Client cancels or postpones the Performance, or any show compromising the Performance, without proper prior notice or fails to make any payment or fails to perform any other condition precedent as required by this Agreement then the Client will be in breach of this Agreement and the Performer will have no further obligation under this Agreement. The Client will forfeit any Deposit already paid to the Performer.
8. **Security Deposit.** The Performer will not be required to post a security deposit against any or all possible damage related to or arising from the Performance.
9. **Force Majeure.** Neither the Performer nor the Client will be held liable for any failure to perform its obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labour difficulties or strike, inclement weather, epidemic, interruption, or delay of transportation services, acts of God, or any other legitimate cause beyond the reasonable control of the Performer and the Client.
10. **Merchandise.** The Performer shall have the sole right to display and sell merchandise at the Venue and retain 100% of the profits there from. The Client will provide an adequate space of 10' x 10' in the Venue to the Performer for their merchandise display and sales.
11. **Tickets.** All ticket sales, accounting and handling of finances will be the sole responsibility of the client. The client has agreed to sell tickets at \$35.00 plus applicable service charges through EVENTBRITE.CA. The client agrees to withhold negligence to the performer for any loss of finances incurred through ticket sales.
12. **Parking.** The Client shall provide parking for the Performers vehicles in a location of proximity to and with direct access to the backstage area where the Performance will take place. This parking space will be

reserved for the Performer for a period of 3 hours prior to the performance and ending 3 hours following the Performance.

- 13. Stage.** At the Clients expense they agree to furnish the stage (clean/mop etc.), provide a full backline, adequate stage lighting, 120/220 watt power (PERFORMERS PLOT DIAGRAM provided to Clients technical personnel by Performer or their representative). The Client shall provide adequate personnel for all performances that require a front of house, ticket takers/ushers, sound technician, lighting technician and shall be responsible for all remuneration for such personnel. In the event the Client cannot provide adequate, sound and lighting equipment and personnel, the Client may rent sound and lighting and or technical personnel from the Performer at an additional cost. This cost is set by Performer and is paid to Performer by Client and will be added to the final remuneration amount to the Agreement as under section 2 of this Agreement. (This amount is calculated and will be added in addition to section 2).
- 14. Dressing Rooms.** The Client shall provide the Performer with one private dressing room or equivalent, which will be clean, dry, well-lit, and air conditioned if available. (Performer must be informed if these arrangements cannot be made so appropriate changes can be implemented).
- 15. Sickness and Accidents.** The Performer agrees to meet its obligations under this Agreement subject to legitimate incapacity by sickness or accident. Failure to meet its obligations under this section will result in the Performer returning any deposits to the Client. This section is subject to the same terms and conditions as provided in the Force Majeure (section 9) of this Agreement.
- 16. Marketing Assets and Promotion.** The Performer agrees to provide marketing assets as noted in the Schedule A of this Agreement and for the purposes of promoting the Performance, agrees to reasonably share any social media content posted by the Client in association with the portions of the Performer at no cost to the Client. The Client agrees reasonably to share any social media content posted by the Performer in association with the portions of the Performer at no cost to the Performer. Both Client and Performer agree to create unique social media posts on their professional platforms to promote the Performance as noted in the form in Schedule A. The Performer allows the Client to use the Performer's likeness, name, photos, and brand as provided for in Schedule A of this Agreement for the purposes of promotion of the Performance and agrees to provide the marketing asses as requested.
- 17. Indemnification.** The Performer or their representative will be responsible for communicating any technical needs or requirements to the Client's technical representative(s) as provided for in Schedule A of this Agreement. The Performer indemnifies and holds the Client harmless for any property damage or personal injury that results from or is related to the Performance. The Client indemnifies and holds the Performer harmless for any property damage or personal injury that results from or is related to the Performance to Clients staff, Client's property, and Client's equipment.
- 18. Permits.** The Client warrants and represents that is has obtained any permits, approvals, licenses, liability, insurance policies, and variances necessary for the Performance. The Performer shall be responsible for any permits outside the anticipated nature of the performance and will consult with the Client in advance if such permit requests.
- 19. Security.** The Client will always take reasonable precautions for the safety of the Performer during all aspects of the Performance and while the Performer, members or their representatives are on the Venue

premises. The Client is also responsible for ensuring that only authorized personnel and acts are allowed on stage or in the backstage area.

20. Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the Province of Alberta. The Client and the Performer each submit to the jurisdiction of the courts of the Province of Alberta for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

21. Performance Rights and Royalties. The Client understands and agrees to adhere to all Canadian Performers Rights and Royalty agreements under the SOCAN agreement act and is in good faith responsible for paying all necessary Royalties for the repertoire the Client presents in their Venue and on their stage.

22. Covenant of Good Faith and Fair Dealing. The Client and the performer agree to perform their obligations under this Agreement, in all respects, in good faith.

SCHEDULE A

Miscellaneous Terms:

1. Time is of the essence in this Agreement.
2. This Agreement may be executed in counterpart. Facsimile or electronic signatures are binding and are considered to be original signatures.
3. No part of the Performance may consist of acts in violation of any local laws, codes, statutes, ordinances, regulations, rules, or any other requirements including building and fire regulations. If the Performer violates this item, the Client may immediately cancel the Performance of this Agreement.
4. The Performer's representative (if any) warrants that by signing this Agreement, it has the authority to bind the Performer to the terms and conditions of this Agreement.
5. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting the Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neutral gender include the masculine and feminine genders and vice versa.
6. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or enforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
7. This Agreement contains the entire agreement between the parties and cannot be changed except by written instrument subsequently executed by the parties to this Agreement. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made by the Client by the Performer, or to the Performer by the Client, in the negotiation stages of this Agreement may in some way

be inconsistent with this final written contract. All such statements are declared to be of no value in the Agreement. Only the written terms of this Agreement will bind the parties.

8. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Performer's successors, assigns, executors, administrators, beneficiaries, and representatives, and the Client's successors and assigns.
9. It is the intent of the parties to this Agreement that the Performer is an independent contractor and will control the manner and means of the Performance. The Client will control the scheduling of the Performance. The Performer is not an employee of the Client. The exclusive nature of this Agreement is limited to the duration of the Performance, and it is expected that the Performer will enter into similar agreements with other clients.
10. The Performer, including all members associated with the Performance, and agents or representatives agree to abide by a professional and societally acceptable code of conduct while on the Venue premises and on stage. Any behaviors or actions contrary to the Client's values or jeopardizes the integrity of the Event will be grounds for cancellation of the Performance without compensation for the Performer. The Performer, their members, agents, or assigns will be liable for any damages to the Client's property, Venue, or personnel. Alcohol or Drug use of any kind, will not be tolerated by both parties and is strictly prohibited during the Performer's performance on the premises.
11. The Performer agrees to a non-performance radius of 30km within the municipality of the Client's performance venue within this Agreement.
12. Any notices of delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven days after being placed in the mail, postage prepaid, to the parties' respective addresses in this Agreement or as the parties may later designate in writing.

IN WITNESS WHEREOF, both parties agree to these terms and give their consent and authority to this agreement below with any authorized representative acting the same on behalf of Performer.

Client Printed Name

Client Signature

Date

Performer or Representative Printed Name

Performer or Representative Signature

Date