

Parkway Social Kitchen

616 Ward Parkway
Kansas City, MO 64112
(816) 214-5616

www.ParkwayKansasCity.com

ARTIST/DJ CONTRACT

This Entertainment and Performance Contract (the "Contract") is made on _____, 20____, between Trident Enterprises, LLC, doing business as "Parkway Social Kitchen" ("Parkway") and _____ (such individual, or all the individuals signing below jointly and severally, the "Artist") for the engagement of the Artist to entertain or perform (the "Show") at one of the two venues of Parkway (upstairs or downstairs) located at 616 Ward Parkway, Kansas City, Missouri 64112 (the property hereafter called the "Restaurant").

The parties hereby agree as follows:

1. **Venue, Date, and Time of the Show.** Artist will perform a Show in the venue of the Restaurant (the "Venue"). Parkway may determine, in its discretion, to reduce or reasonably extend the time-length of the Show to accommodate the needs of the lounge and guests. Artist agrees to start the Show promptly at the planned start time and, subject to 15 minute breaks each hour of the Show, continue performing until the planned end time of the Show (as reduced or extended by Parkway). Breaks should be only 15 minutes, and if Artist does not begin to perform promptly at the expiration of the 15-minute break time, Parkway may reduce the Fee (described below) accordingly.

Show and / or Artist (of applicable) will generally perform the following genre and/or style during the Show: _____

Parkway may stop, suspend or terminate the show at any time if its agents or representatives determine in their discretion that the Show is or maybe inappropriate or, for some reason, unappreciated by the current customers and invitees to the Venue on the night of the Show.

2. **Compensation of Artist.** The hourly rate paid to performers at the Restaurant is determined by whether the performer entertains in the upstairs or the downstairs venue of the Restaurant. Performers who entertain in the upstairs venue receive \$____ per hour, and performers who entertain in the downstairs venue receive \$____ per hour. [The venue for any Show may be moved at Parkway's discretion up until [sound check/one hour before] the Show.] [Parkway currently plans for Artist to perform at the _____ [Upstairs/Downstairs] Venue, such that, unless changed by Parkway, Artist will receive \$____ per hour.] The total amount to be paid to Artist for the Show will be calculated at the end of the Show, based upon the number of full hours that Artist actually performed multiplied by the appropriate hourly rate, and such total amount, subject to any

deductions described below, will be paid to Artist via check or cash after the show, but not later than within ____ days of the Show (the “Fee”). [Notwithstanding the above, if the Artist consists of more than one person, the Fee will be calculated and paid [as if there were only one person and shall be paid to the person designated by the persons below to receive the Fee] OR [for each person such that each person will receive the hourly rate set forth above].

3. **Food and Drink for Artist.** Parkway will provide to Artist (or, if a group, each person signing below) with food and drinks valued up to \$25 per Show. All food and drinks ordered by the Artist in excess of \$25 shall be paid, as any other customer of Parkway, before Artist departs the Restaurant on the night of the Show. Parkway may deduct from the Fee any unpaid food and/or drink tabs owed by Artist.
4. **Equipment and Systems Check.** Artist acknowledges that Parkway has made a significant investment in facilities and equipment and it will treat all with care (digital mixer, microphones, cables, monitor, drums etc.). The “Equipment Schedule” attached to this Contract describes the equipment owned and/or installed by Parkway that are available [and required] to be used by Artist. Specifically, Artist shall utilize Parkway’s public announcer system and **will only use an outside amplifier or speaker for monitoring or to be miked into the public announcer system.** Any deviations from such use by Artist must be in writing and signed by an authorized representative of Parkway. Artist and a representative of Parkway shall conduct a sound systems check of the Venue's sound system at a time to be mutually agreed upon but no later than ____ minutes before the planned start of the Show. If Artist is responsible for damage to Parkway’s property or equipment, Artist will promptly pay to Parkway the amount of such damages and Parkway may deduct from the Fee any such amounts owed by Artist to Parkway.
5. **Indemnification and Damages.** Artist hereby indemnifies and holds harmless Parkway, its owners, employees, and agents from any and all damages, actions, suits, claims or other costs (including reasonable attorney fees) arising out of or in connection with any damage to persons, property or equipment. Artist will immediately notify Parkway of any such damage or injury of which they have knowledge, regardless of the cause of such damage or injury.
6. **Cancellation.** Either party may cancel the Show with notice given to the other party at least 30 days in advance of the Show, and if a party experiences an unforeseen event (e.g. sickness of the Artist), such affected party shall provide the other party with as much notice as possible. If the artist cancels less than 30 days of the event the artist will make reasonable attempts to help find a replacement for the cancellation (e.g. sickness of the Artist a day before the event). In any such event, Parkway shall not be responsible to pay Artist any Fee.
7. **Legal Fees.** If any action or proceeding arising out of or relating to this Contract is brought by either party to this Contract, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable

attorney's fees, costs and expenses incurred in the action or proceeding by the prevailing party.

8. **Miscellaneous.** This Contract can be signed in one or more counterparts and a copy or electronically transmitted copy shall be as effective as an original. This Contract constitutes the entire agreement between Artist and Parkway and supersedes any prior understanding or representation preceding the date of this Contract. Regardless of where this Contract is executed, this Contract shall be governed and interpreted under Missouri law.
9. **Marketing Agreement.** The artist agrees to make a Facebook event for each scheduled event and list Parkway as a co-host of that event. The artist also agrees that any photos/videos taken at for the event can be used to promote Parkway on their website or social media platforms.
10. **Booking Shows.** The artist will coordinate and schedule show times with Parkway. By signing this, the artist agrees to adhere to the guidelines stated in this contract with respect to every show they agree to perform.

The parties hereto, intending to be bound, hereby execute this Contract effective on the day and year first above written.

Artist:

By: _____
Printed Name: _____
Cell number: _____

By: _____
Printed Name: _____
Cell number: _____

By: _____
Printed Name: _____
Cell number: _____

Parkway;

Trident Enterprises, LLC (dba "Parkway Social Parkway")

By: _____
Name: _____
Title: _____

OR

Entity name

By: _____
Printed Name: _____
Title: _____

EQUIPMENT SCHEDULE A

Projector

Apple TV

2 Shure SM58 microphones

4 Shure SM57 instrument microphones

1 PreSonus Studiolive 16 channel digital mixer

1 Mackie Mix 8 analog mixer

Ipad for mixing downstairs

XLR cables

Instrument cables

Vocal mic stands

Instrument mic stands

Behringer Eurolive monitors

Klipsch mains: 1 system upstairs, 1 system downstairs

PDP Drum set including a kick, snare, rack tom, floor tom, foot pedal, hardware for cymbals,

(Everything needed except cymbals and drumsticks)

Power cables

2 Samson MD2 Pro Stereo Passive Direct Boxes