

SCHEDULE 2 TERMS & CONDITIONS

1. Engagement

- 1.1. The Company hereby engages the Artist(s) subject to the terms and conditions below.
- 1.2. This Agreement shall be construed in accordance with the laws of the State of Queensland.
- 1.3. The parties agree that the Artist(s) are an independent contractor and not an employee of the Company, and have no entitlement to any additional benefits other than those set out in this Agreement.

2. Entire Agreement

- 2.1. This Agreement is the whole agreement between the parties and supersedes any prior agreements or obligations between the parties.
- 2.2. If part or all of any clause of this Agreement that is unenforceable or illegal will be severed from this Agreement and will not affect the enforceability of the remaining provisions.
- 2.3. All attached schedules and specifications are considered an integral part of the Agreement.
- 2.4. It is agreed that any arrangements made between the Company and the Artist(s) after the execution of this Agreement and set down in writing and signed shall become part of this Agreement.

3. Confidentiality

- 3.1. The Artist(s) and the Company shall not during or after the term of this Agreement disclose the terms of this Agreement to any other person or persons (except to their accountants and/or legal advisers) except as and when required by law or in the case of the Company in accordance with its statutory responsibilities.

4. Artist(s) Conduct and Responsibilities

- 4.1. The Artist(s) agrees to:
 - i. Provide a fully rehearsed performance(s) as set out in Schedule 1,
 - ii. Comply with all safety instructions and directions given by the Company and its delegated Event Staff,
 - iii. Adhere to the Company's policies, procedures and performance guidelines as notified to the Artist(s),
 - iv. Conduct themselves in a professional manner at all times, and refrain from swearing or using inappropriate language, and
 - v. At no time be intoxicated or under the influence of drugs during the Performance(s).
- 4.2. Failure to comply with Clause 4.1 may result in the termination of this Agreement and the partial or full non-payment of the Artist(s) at the Company's sole discretion. The Company will not unreasonably withhold payment, but consider breaches of Clause 4.1 to be of a serious nature with the serious potential to damage the Company's reputation and cause commercial loss.
- 4.3. The Artist(s) warrants that all necessary rights and consents have been obtained for the selection of material to be performed by the Artist(s).
- 4.4. The Artist(s) are responsible for and must pay for any costs, expenses or liabilities arising from any damage to the Venue and its contents and equipment caused by the Artist(s) including members of the Touring Party.
- 4.5. The Artist(s) agrees that it and its personnel will, abide by the obligations of the Queensland Work, Health and Safety Act 2011 and will follow and abide by such instructions and policies issued by the Company.

5. Insurance

- 5.1. The Company requires that the Artist(s) shall effect and maintain at its cost with a reputable insurance Contractor all insurances which a responsible and prudent person would consider appropriate to fulfil the terms and conditions as outlined herein. Insurances include but may not be limited to, all personal medical insurances for the employees or contractors of the Artist(s), public liability insurance for the Artist(s) and any employees or contractors of the Artist(s), and other insurances required for the properties, equipment and personal effects of the Artist(s) of any of the employees or contractors of the Artist(s).
- 5.2. The Company maintains its own insurances, inclusive of public liability insurance, for its staff, own properties, equipment and effects. The Artist(s) is advised that these insurances do not extend to the Artist(s) or any employees or contractors of the Artist(s) and that the Artist(s) and all employees or contractors of the Artist(s) indemnify the Company against any liability caused by the Artist(s) or any employees or contractors of the Artist(s).
- 5.3. The Artist(s) is required and agrees to provide a valid Certificate of Currency from their Public Liability Insurance policy with a minimum of \$10,000,000 in order to be permitted to perform at the Event at least 28 days prior.

6. Indemnity

- 6.1. The Company and the Artist(s) shall each indemnify the other Party from and against any claim, action, suit damage, cost, loss, expense or liability of any kind however suffered, except to the extent that such loss of life, injury, loss of or damage to property, or other loss is caused or contributed to by the negligent or wrongful act or omission of the other Party.

7. Payment of Fees

- 7.1. The Company will pay the Artist(s) the Performance Fee specified in this agreement. The Artist(s) shall not make claims for additional fees, contributions, or any other payments including reimbursements whatsoever.
- 7.2. The Company is responsible for the payment of APRA royalties, which shall be paid on the basis of the information supplied by the Artist(s). The Artist(s) will provide the company with a list of songs for the performance(s) of the Production(s) within seven (7) days after the performance.

- 7.3. The Company will make payment to the Artist(s) strictly providing that:
 - i. All performances have been successfully completed as set out in Schedule 1,
 - ii. A correct and valid Tax Invoice has been provided to the Company, and
 - iii. To satisfy APRA requirements a completed set list detailing the songs performed for each set performance has been supplied.
- 7.4. Non-performance for any reason will result in the non-payment of the performance fee to the Artist(s).
- 7.5. In the event that the artist(s) performs only part of the agreed sets as agreed in Schedule 1, the Company will take a pro rata approach and make payment for the relevant performance(s) completed.

8. Marketing and Publicity

- 8.1. The Company will announce the Artist(s) performance(s) after the execution of this Agreement. Unless otherwise agreed, all announcements are strictly embargoed until this time.
- 8.2. The Company is responsible for marketing the Event and the Artist(s) shall provide base marketing materials (such as Images, Biographies, Logos and Video Footage) at no charge to the Company. The extent of the publicity shall be at the sole discretion of the Company.

9. Sponsorship

- 9.1. The Company is permitted to seek, obtain and give credit to any sponsors for the Performance(s) of the Production(s). The Company may after advising the Artist(s), incorporate sponsor acknowledgment into the billing of the Production(s) or otherwise into promotional material issued in connection with the Production(s).
- 9.2. The Artist(s) acknowledges that its performance(s) may include Event sponsor recognition including stage signage in the Company's sole discretion.

10. Recording and Photographing

- 10.1. The Artist(s) agrees to:
 - i. The recording and showing of by any medium, any performance by the Artist(s) provided that such use is for the purposes of promoting the Event, or for the archival purposes of the Company,
 - ii. The photographing of any performance(s) of the Production(s) by the Artist(s) for the purposes of promoting the Event, or for the archival purposes of the Company, and
 - iii. That it will not record or show for any purposes, the performance(s) of the Production(s) without the prior written approval of the Company.

11. Delay or Cancellation by the Artist

- 11.1. In the event of the Artist(s) being unable to perform for any reason beyond the reasonable control of the Artist(s), the Artist(s) must provide the Company with satisfactory evidence of the reason it is unable to perform.
- 11.2. If the performance(s) are suspended or cancelled as a result of the Artist's inability to perform, the Company is not required to pay the Fee as listed in Schedule 1. Should a portion of this Fee already have been paid to the Artist(s), the Artist(s) must refund this amount to the Company in full as soon as practicable and in any event within 30 days of the cancellation.

12. Delay or Cancellation by the Company

- 12.1. The Company shall be at liberty to suspend or cancel the performance(s) if in its reasonable opinion the staging of the Production(s) would pose a risk to the safety, security or reputation of the Company, its venues, staff, patrons or any other thing or person, or for any other legitimate reason otherwise.
- 12.2. Should cancellation occur by the Company prior to the Artist(s) travel departure for the Gold Coast, the Artist(s) will be entitled to 50% of the payment of the Fee specified in Schedule 1.
- 12.3. Should cancellation occur by the Company on the day of the Event, the Artist(s) will be paid 100% of the performance fee specified in Schedule 1 except where in the case of Force Majeure has forced the cancellation as detailed as set out under Clause 13. In this case 50% of the performance fee will be paid to the artist (13.1)
- 12.4. The Artist(s) shall not be entitled to any further payment in respect of the suspension or cancellation of the performance pursuant to this Clause 12. The Artist(s) shall make no further claim or demand against the Company in respect of suspension or cancellation.

13. Force Majeure

- 13.1. For the purpose of this Clause, an event of Force Majeure means an event or circumstance which is in the nature of force majeure, including but not limited to: fire, flood, storm, cyclone, hail, severe rain, accidents, plague, earthquakes, riots, explosions, wars, hostilities, labour disputes and industrial actions which prevent a party from complying with its obligations under this Agreement, and which that Party:
 - i. Did not cause, control or influence, and
 - ii. Could not have prevented or avoided through prudent management processes, policies and precautions.
- 13.2. Permission to conduct the Performance(s) on any date or at any time other than those specified in this Agreement may be granted by the Company at its absolute discretion.

Signed for and on behalf of the Artist(s):

Signed _____