

ENGAGEMENT CONTRACT

Agreement made Feb 26, 2024 between Sloe Gin Productions, LLC (hereinafter referred to as "PRODUCER") and Belt Performing Arts Center dba: Belt Theatre (hereinafter referred to as "PRESENTER"). The contact for the PRODUCER is Aaron Gandy, and the contract is signed for the PRODUCER by Aaron Gandy. The contact for the PRESENTER is Jim Olson, and the contract is signed for the PRESENTER by James M. Olson.

It is mutually agreed between the parties as follows: The PRESENTER hereby engages the PRODUCER to furnish the entertainment presentation hereinafter described, upon all the terms and conditions herein set forth, including those below hereof entitled ADDITIONAL TERMS AND CONDITIONS. This signed agreement must be returned to PRODUCER via e-mail or regular mail within thirty (30) days of the date above, or any and/or all parts of this agreement, at PRODUCER's discretion, may be considered null and void. All changes must be initialed by both parties to be valid.

ENGAGEMENT TERMS

ARTIST (Required Billing):

A Band Called Honalee

Date(s) and Type(s) of Engagement(s)

Headline Concerts: Sunday, October 27th, 2024

Number of Performances:

Two (2) Concerts

Performance Schedule:

Sunday, October 27th, 2024: Matinee Concert (time TBD) and 7pm Concert

Length/Style of Performance(s):

Concert: Each concert will comprise two (2) ~45-minute sets with one (1) ~15-minute intermission performed as a Four (4) Person Act

Rehearsal(s):


Day-of-performance in performance space with full performance staff in attendance per Artist Technical Rider.

NOTE: Sound Check + Music Rehearsal may take up to five (5) hours to incorporate regional musicians.

VENUE (Place(s) of Engagement):

Belt Performing Arts Center, 58 Castner Street, Belt, MT 59412

Initialed by Presenter 

Initialed by Producer for Artist 

COMPENSATION

Mutually Agreed-Upon Fee:

US\$4500.00

Complimentary Tickets for Artist:

NO complimentary tickets provided.

Transportation:

ARTIST will self-provide round-trip air/train/bus & ground transportation to/from venue.

Accommodations:

PRESENTER will provide separate-bedroom accommodations for five (5) for up to two (2) nights.

Check-In: Saturday, October 26th, 2024 Check-Out: Monday, October 28th, 2024

Accommodations: The Ranches at Belt Creek, Belt, MT 59412

NOTE: If possible, PRODUCER and spouse request accommodations for one additional night (one room with Check-Out extended to one day later - Tuesday, October 29th, 2024)

Hospitality:

The Ranches at Belt Creek will provide complimentary meals (breakfast, lunch, dinner) on Sunday, October 27th and a morning meal (breakfast) on Monday, October 28th.

Merchandise Sales:

ARTIST shall have the opportunity to sell merchandise in the theatre lobby/merchandise area. ARTIST appreciates PRESENTER-provided cash bank and assistance to handle sales. ARTIST retains 100% of merchandise sales revenue.

SCHEDULE OF PAYMENTS

All **Payments** shall be made by US check as follows. A 3.5% convenience fee will be added for credit card payments. SEE ATTACHED PAYMENT RIDER regarding end-of-year tax documentation.

First Payment: US\$2250.00 [50% of Performance]

DUE DATE: Upon Full Execution of Contract

Check Made Payable To: EPIC Arts Management, LLC

Mail to: EPIC Arts Management, 2811 Village Blvd. #104, West Palm Beach, FL, 33409

NOTE: First Payments are released to ARTIST to cover pre-production and travel costs. See Additional Terms for details.


Balance Payment: US\$2250.00

DUE DATE: Sunday, October 27th, 2024

Check Made Payable To: EPIC Arts Management, LLC

Mail to: EPIC Arts Management, 2811 Village Blvd. #104, West Palm Beach, FL, 33409

Initialed by Presenter/Venue 

Initialed by Producer for Artist 

TECHNICAL RIDER

Technical support provided by PRESENTER in accordance to A Band Called Honalee Tech Rider (“Rider”) specifications with the following amendments:

- A. *BACKLINE*: ARTIST will supply all required backline, waiving the requirement for a PRESENTER-supplied Acoustic Bass. All TECHNICAL REQUIREMENTS, including microphones, sound system, and lighting equipment, will be provided by PRESENTER.
- B. *MUSIC REHEARSAL*: A full music rehearsal day-of-show will be required to incorporate regional musicians. This music rehearsal may take up to three (3) hours, therefore the total time required for sound check + music rehearsal may be up to five (5) hours.

ENGAGEMENT-SPECIFIC TERMS



- A. *ROUTING REQUIRED*: PRESENTER acknowledges that this pricing is based on a routing with an engagement in Walla Walla, WA scheduled for Friday, October 25th, 2024. Should that engagement postpone or cancel, the terms of this contract may be subject to change.

ADDITIONAL TERMS AND CONDITIONS

The Parties hereto hereby acknowledge that the following additional terms and conditions are incorporated in and made a part of the Agreement between the parties hereto:

PRESENTER COVENANTS: PRESENTER agrees to furnish as a show expense all required elements that are necessary for the proper presentation of the entertainment presentation at performances, and if required by ARTIST, all rehearsals therefore, as per advance on the day of the show including a suitable performance and backstage space; all labor as shall be necessary and/or required by any national or local union(s); all necessary tickets and programs/stagebills; all required licenses (including musical performing rights licenses); all necessary insurances relating to venue and public performance; all ushers, ticket sellers, and ticket takers; and all appropriate and sufficient advertising and publicity. PRESENTER agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services and personnel to be furnished by PRESENTER and by ARTIST. PRESENTER agrees to furnish all mutually agreed upon material and equipment and to comply with ARTIST’S directions to arrange stage décor and settings for the performances hereunder. PRESENTER agrees to furnish at its sole expense such musicians, including musical contractor, as may be required by any national or local union(s) for and in connection with this engagement and rehearsals therefore. If before the date of any scheduled performance it is found that the PRESENTER has not performed fully its obligations, PRODUCER may cancel this agreement and retain first payment. PRODUCER will advise of any insufficiencies and PRESENTER will have due time to correct.

PRODUCER AS INDEPENDENT CONTRACTOR: PRODUCER enters into this agreement as independent contractor and not in any way as Presenter’s employee or agent. In connection therewith, PRODUCER shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder, including, but not limited to, the details, means and methods of the performances. PRODUCER shall have the sole right as PRODUCER may see fit, to designate and change at any time the specific performing personnel comprising the contracted

Initialed by Presenter/Venue  Initialed by Producer for Artist 

ARTIST, including singers and musicians. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, or that PRODUCER, ARTIST, or BOOKING MANAGER shall be liable to whole or part for any obligation that may be incurred by PRESENTER'S carrying out any of the provisions hereof, or otherwise.

FORCE MAJEURE: (a) In the event that the performance of any of the covenants, duties, or obligations of this Agreement on the part of the PRODUCER or the PRESENTER shall be prevented, interrupted, delayed or suspended prior to or following ARTIST's arrival to venue or venue environs by any force majeure event, as defined herein, either party may terminate this Agreement without any liability on either party for any damages arising from such termination, provided, however, that the PRODUCER shall have the right to retain any portion of First Payments deemed necessary to cover all documentable out-of-pocket expenses incurred as of the date of the force majeure event, including but not limited to the cost of any nonrefundable portion of travel or hotel arrangements. If provision for First Payment is not a part of this Engagement Contract, PRESENTER shall remit reimbursement to PRODUCER for such documentable nonrefundable out-of-pocket expenses within ninety (90) days of Force Majeure cancellation. In the event of this type of cancellation, neither PRESENTER nor PRODUCER are contractually obliged to reschedule the Engagement, but PRESENTER may request PRODUCER's best efforts to accommodate a reschedule of the Engagement within twenty-four (24) months of cancellation at a compensation level equivalent to the original terms of this agreement. (b) If ARTIST is able to perform only a portion of any performance due to Force Majeure, then PRESENTER shall provide full compensation for that performance and shall not reduce compensation on any pro-rata basis for that performance. In the case of multiple performances within an engagement, ARTIST will be compensated in full only for those performances commenced. (c) "Force Majeure" shall mean severely inclement weather; illness, death or incapacitation of a key member of the ARTIST Company (as determined by the ARTIST in its sole judgment) or death or life threatening illness of an immediate family member of a key member of the ARTIST Company; any present or future statute, laws, ordinance, regulation, order, judgment or decree; act of God; earthquake; flood; fire; epidemic; accident; explosion; casualty; lockout, boycott, strike, or labor controversy (including, but not limited to, threat of lockout, boycott or strike); riot, civil disturbance, war or armed conflict (whether or not there has been an official declaration of war or official statement as to the existence of a state of war), invasion, occupation, intervention of military forces, act of public enemy, embargo, or act or threat of terrorism; delay of a common carrier; disruption of air traffic; any inability without fault on the PRESENTER's part to obtain sufficient material, labor, transportation, power or other essential commodity required in the conduct of its business or services; or any other similar or dissimilar cause or causes outside the reasonable control of a party hereto. Termination for a force majeure event shall not be deemed a breach of the Agreement. Notwithstanding the foregoing, the PRESENTER's cancellation or rescheduling of the performance(s) or other services of the PRODUCER due to PRESENTER's fiscal insolvency, poor ticket sales, or scheduling problems, or for any other reason, shall not be deemed a force majeure event and the PRESENTER shall not have the right to terminate this Agreement without liability on the part of the PRESENTER.

PERMISSION REQUIRED FOR PHOTOGRAPHY, RECORDING, TAPING, OR BROADCAST: PRESENTER shall not have the right to broadcast or televise, photograph, tape/record, or otherwise reproduce the performances hereunder, or any part thereof without the permission of ARTIST.

Initialed by Presenter/Venue Jo

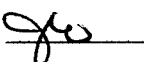
Initialed by Producer for Artist AG


BILLING: PRESENTER agrees that the ARTIST shall receive top billing in 100% type in all advertising and publicity issued by or under the control of the PRESENTER in regard to the engagement hereunder.

SOLE AGREEMENT: 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 New York. Nothing in this Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, guild, or similar body having jurisdiction over the performances hereunder or any element thereof and wherever or whenever there is any conflict between any provision of this agreement and any such law, rule or regulation, such law rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict. In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER shall control.

CLAIMS AND DISPUTES: Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in New York, New York in accordance with the rules and regulations of the American Arbitration Association governing the three-member panels. The parties hereto agree to be bound by the award to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

DAMAGES: In no event shall PRODUCER, BOOKING MANAGER, and/or ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to PRESENTER (or any third party) for any indirect, incidental consequential, special, punitive (or exemplary), or any similar damages, including without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement whether in contract, tort or otherwise, even if PRODUCER, BOOKING MANAGER, and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER, BOOKING MANAGER, and/or ARTIST (or any of their respective agents, representatives, principals, employees, officers, directors or affiliates) exceed, in the aggregate, an amount equal to the lesser of (i) the amount reasonably necessary out-of-pocket expenses directly incurred by PRESENTER in connection with the Engagement; or (ii) the amount of the first payment which PRODUCER actually received in accordance with the terms of this Agreement. PRESENTER agrees that it shall not (and shall cause its affiliates not to) seek indirect, incidental, consequential, special, punitive (or exemplary), or any other similar damages as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this agreement.

Initialed by Presenter/Venue 

Initialed by Producer for Artist 

IN WITNESS WHEREOF, the parties have here to set their names and seals on the day and year first above written.

By: James M. Olson 23 March 2024
PRESENTER Date

By: Aaron Gandy _____
Aaron Gandy Date
Sloe Gin Productions, LLC/
A BAND CALLED HONALEE

PRESENTER CONTACT INFORMATION

Print Name: James M. Olson
Venue: Belt Performing Arts Center
Street Address: 58 Castner St
City/State/Zip: Belt, MT 59412
Phone: (808) 292-3719
Email: james.olson15@yahoo.com

ARTIST MANAGEMENT
EPIC Arts Management, LLC

2811 Village Blvd. #104
West Palm Beach, FL 33409
Phone: (917) 532-6169
Email: info@epicartsmanagement.com

NOTE: PLEASE COMPLETE THE FOLLOWING CLEARLY AND LEGIBLY, AS ARTIST WILL USE THE PROVIDED INFORMATION TO ADVANCE THE PERFORMANCE.

TECHNICAL CONTACT (if different from PRESENTER CONTACT above)

Contact Name: Brian Susko
Phone: (951) 323-7125
Email: briansusko@yahoo.com

MARKETING CONTACT (if different from PRESENTER CONTACT above)

Contact Name: Amy Olson
Phone: (406) 868-0119
Email: amyolson55@gmail.com

HOSPITALITY CONTACT (if different from PRESENTER CONTACT above)

Contact Name: Amy Olson Caroline Fisher RANCHES AT BELT CREEK - RANCH HOST
Phone: (202) 445 5100
Email: Caroline @ ranchesatbeltcreek.com

GARY NEGBAUR

CONTRACT

Contract dated 02/22/2024 between Gary Negbaur Music LLC for services of Gary Negbaur (referred to as "Artist") and Belt Performing Arts Center (referred to as "Purchaser").

Name of Artist: Gary Negbaur
Phone/Email: (917) 716-4324, gary@garynegbaur.com

Purchaser Belt Performing Arts Center
Address: 58 Castner Street, Belt, MT 59412
Phone/Email: (406) 277-3844, belttheater@gmail.com

Date: November 16, 2024
Time: Matinee Concert: Afternoon (exact time TBD)
Evening Concert: 7pm

Set Length: Two sets (45-55 min and 35-45 min)
with one 15-minute intermission

One Outreach Performance: November 15, 2024 for 45 minutes at time TBD
at local school or at Belt Performing Arts Center

Deposit/Fee: \$2500 for two shows and outreach performance

Unless prior arrangements have been made:

A. A deposit of 20% (\$500) is due immediately to secure the date, made payable to Gary Negbaur Music LLC, Tax ID # 82-1644923:

Gary Negbaur Music LLC
340 West 28 Street #9D
New York, NY 10001

If it's easier you can use Paypal (paypal.me/garynegbaur) or Venmo (@Gary-Negbaur).

B. The balance of \$2000 is due the night of the performance and shall be paid in cash or check made out to: Gary Negbaur Music LLC

FORCE MAJEURE

The artist or purchaser shall not be liable for failure to present if such failure is caused by or due to the physical disability of the artist or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, fire, bomb scares, blackout, interruption or delay of transportation service, or any cause beyond control of the purchaser or artist.

CANCELLATION POLICY

In the event that the purchaser cancels this agreement more than sixty (60) days before the event, the purchaser and artist agree to negotiate in good faith to arrive at a mutually satisfactory alternative date for the Performance. If such negotiations are not successful, the purchaser shall pay 50% of the balance of the fee made under this agreement and shall reimburse Artist for any out-of-pocket expenses incurred prior to the date of cancellation.

In the event that the purchaser cancels this agreement within sixty (60) days of the event, the purchaser and artist agree to negotiate in good faith to arrive at a mutually satisfactory alternative date for the Performance. If such negotiations are not successful, the purchaser shall pay 100% of the balance made under this agreement and shall reimburse artist for any out-of-pocket expenses incurred prior to the date of cancellation.

In the event that the artist cancels this agreement or does not appear on site for the scheduled appearance, artist will not be paid for the performance and will refund purchaser any deposit paid.

TRANSPORTATION / HOTEL

Transportation will be covered by Artist. Hotel accommodations will be covered by Purchaser and consist of one room for three nights: Nov. 14, 15, and 16, checking out on Nov. 17.

SETUP / REHEARSAL

On the day of the performance, the venue will be made available to Artist for technical set up and rehearsal. Purchaser will provide necessary production staff, such as a sound engineer at that time.

RECORDING / PHOTOGRAPHY

Professional audio or video recording or streaming requires permission of the Artist. Personal cell phone recording will be permitted. There will be no flash photography of Artist during the performance.

COMPLIMENTARY TICKETS

Upon request, Purchaser will provide Artist with 1 complimentary ticket.

MERCHANDISE

Purchaser agrees to supply Artist with adequate space to sell recordings/merchandise at the place of performance before the show, during intermission and after the show. The Artist retains the sole and exclusive right to sell such material and retain 100% of the proceeds.

TECHNICAL INFORMATION

INSTRUMENTATION

Artist's instrumentation is one pianist/vocalist.

SOUND/ BACKLINE/ MICROPHONES/ LIGHTS/ VIDEO SUPPLIED BY PURCHASER:

SOUND REQUIREMENTS

1. Professional PA system suitable to size of venue.
2. One stage monitor placed by the piano
3. Someone with knowledge of the sound system to assist Artist at sound check and performance.

BACKLINE LIST

1. One (1) grand (preferable) or upright piano with a piano bench. If no piano is available, please provide an 88-key fully weighted keyboard with sustain pedal, power cord, audio cable, amp, bench, and heavy-duty keyboard stand. Yamaha preferred. Also, provide one small rug (1'x 3' or larger) under the pedals.

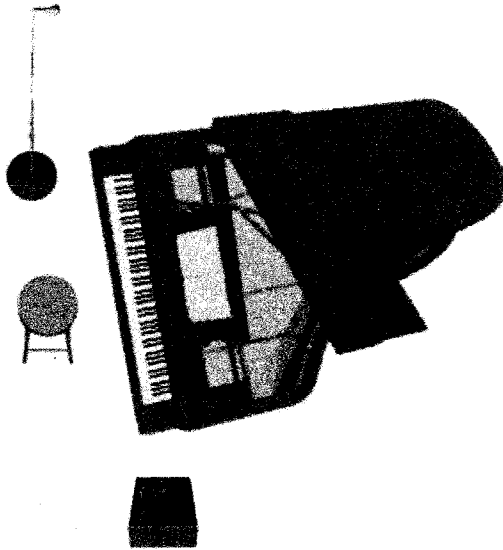
MICROPHONES:

1. One vocal microphone on a boom stand, placed by the lower register of the piano. (Shure Beta 58 or better.)
2. Two (2) piano microphones.

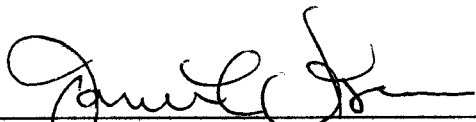
LIGHTING/VIDEO REQUIREMENTS

1. Standard lighting with color washes to be controlled by light tech.
3. Purchaser will provide necessary production staff to run lights and sound during the show.
3. One video may be shown during the show (if agreed to by Purchaser). It will be provided as an MP4. If another format is needed, please inform Artist two weeks before performance date. Video screen must be set so Artist is not blocked by it, e.g. behind the piano, to one side of the stage etc.

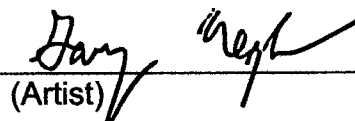
STAGE PLOT:



Agreed and accepted by:



(Purchaser)



(Artist)

PARKER ARTISTS
382 Central Park West, #9G
New York, NY 10025
(212) 864-7928
www.parkerartists.com

AGREEMENT (#6437), made this 23rd day of February, 2024, by and between **Belt Theater Company** (the "Local Manager") whose address is **P.O. Box 604, Belt, Montana 59412**; Att: **Mr. James M. Olson, President of the Board** and cell telephone number is **(808) 292-3719**, and **Richard Dowling** (the "Artist") represented by Parker Artists of 382 Central Park West, #9G, New York, NY 10025 (the "Artist's Representative").

This is an agreement between the Local Manager and the Artist. The execution of this Agreement by Parker Artists is solely on behalf of and as agent for the Artist, and Parker Artists is not obligated or responsible for the acts or defaults of the Artist.

1. The Artist will perform **two solo recitals** at **Belt Performing Arts Center**, whose seating capacity is **108** and whose address is **58 Castner Street, Belt, Montana**, on **February 15, 2025 at matinee/tbd and 7:00pm**. Date/Time of rehearsal(s): **February 14 and/or 15, tbd**. Repertoire to be performed by the Artist: **to be mutually acceptable**.

2. The Local Manager will furnish at its expense complete facilities, services and personnel customarily furnished in a concert of this kind, including without limitation, the following:

a. A suitable theatre, hall, auditorium or other place of public assembly which will be well-heated or cooled, as the case may be, properly lighted, clean and in good order, and which will contain a clean, comfortable dressing room near the stage for the Artist.

b. An adequate staff of necessary personnel including box office, ticket takers, ushers, electricians, stagehands and, if necessary, special guards, attaches or police.

c. **1 pair of complimentary tickets (unused tickets to be released in time for sale).**

3. The Local Manager agrees to furnish, without charge and properly tuned, one **Steinway Model "O"** grand piano, acceptable to the Artist.

4. Publicity material will be provided electronically by the Artist. The Artist will also furnish a copy of the program which is to be printed and distributed by the Local Manager. The Local Manager agrees to print the copy in its entirety.

5. No audience seating will be permitted on the stage without the consent of the Artist.

6. No radio or television apparatus, filming, recording, or transmitting device, shall be used during the concert or concerts in any manner to reproduce the Artist's performance without prior written consent of the Artist's Representative.

7. Not later than noon of the day scheduled for the performance, the Local Manager will pay **to the Artist's Representative**, or its duly authorized representative, the **net sum of \$3,750 (a special and confidential fee)** in lawful United States funds, or accepted draft **payable to the order of the Artist's Representative (Federal ID #13-3584441)**. **The Local Manager will provide, at no cost to the Artist: a) all of the Artist's local transportation, including from/to the Great Falls airport, and b) the Artist's hotel or private cabin accommodations (non-smoking) for the nights of February 13, 14 and 15, 2025.**

8. The Artist shall have no obligation to perform the concert or concerts as herein agreed if:

a. The Local Manager fails to comply with all of the terms and conditions applicable herein, in which case the Local Manager may also be liable for any damages resulting therefrom, or

b. Prior to the date of the scheduled concert, the Local Manager fails, neglects or refuses to perform any contract with another artist, through no fault of such artist, or

c. Prior to the date of the scheduled concert, it is discovered that financial credit of the Local Manager is impaired, or it otherwise appears likely that the Local Manager is unable or unwilling to meet the financial commitment herein provided, or

d. The Artist is unable to appear because of physical disability or labor difficulties, strike, civil tumult, acts or regulations of public authorities, epidemic, interruption or delay of transportation service or any other causes beyond the Artist's control.

9. This contract shall be signed and returned to the Artist's Representative within fourteen (14) days after **February 23, 2024** or the Local Manager must confirm in writing a commitment for the engagement and indicate the final processing date for the contract. This contract is not binding until signed by the Artist's Representative.

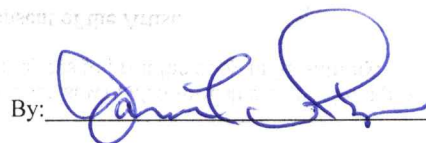
10. This agreement shall be construed, governed and interpreted according to the laws of the State of New York.

11. This agreement constitutes the complete understanding with respect to the subject matter contained herein, and the Local Manager may not assign or transfer it without the written consent of the Artist's Representative. All notices hereunder or other communications to the Artist will be given in writing and addressed to Parker Artists, 382 Central Park West, #9G, New York, NY 10025.

RICHARD DOWLING
ARTIST

By: 
PARKER ARTISTS

BELT THEATER COMPANY
LOCAL MANAGER

By: 

CONTRACT FOR MUSICAL SERVICES

This Musical Performance Contract is made effective as of April 2nd, 2024 by and between Jim Olson of the Belt Performing Arts Center, Belt MT (“the Presenter”) and Mari Black of 109A Ellery Street, Cambridge, MA. 02138 (“the Artist”).

DESCRIPTION OF SERVICES. Mari Black and her trio will provide to the Belt Performing Arts Center the following musical services:

Event: **Outreach performance or workshop**
Date/time: [exact date & time TBD]
Location: [Exact location TBD]
Details: One community/school outreach program (workshop educational performance, etc), 45-mins in length. Details TBD as the 2025 season approaches

Event: **Belt Performing Arts Center, community concert — Afternoon**
Date/time: Saturday, March 29th, 2025 3:00 p.m.
Location: Belt Performing Arts Center
Details: “Fiddling Around The World” show: two 45-50 minute sets of music, with intermission

Event: **Belt Performing Arts Center, community concert — Evening**
Date/time: Saturday, March 29th, 2025 7:00 p.m.
Location: Belt Performing Arts Center
Details: “Fiddling Around The World” show: two 45-50 minute sets of music, with intermission

PAYMENT. The Belt Performing Arts Center will pay compensation to Mari Black for the musical services in the following amounts:

\$3,750.00 for the 2 performances + outreach program

** These compensations shall be payable in two installments: a 50% deposit (\$1,875.00) due upon the signing of this contract, and the remaining 50% (\$1,875.00) due immediately upon completion of the final performance. Checks payable to “Mari Black”

PERFORMANCE OF SERVICES.

- (1) **SOUND:** For all performances, Mari Black and her trio will have their own high quality microphones for their individual instruments. The Presenter will provide sound system

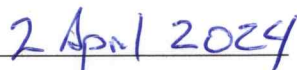
suitable for the venue that Mari and the trio can plug into. Mari Black will provide the Presenter with a detailed stage plot explaining the sounds needs for the trio.

- (2) **CDs/MERCH:** For all performances, The Presenter will provide an area for CD's and merch, as well as volunteer to help with sales. Mari Black and her trio will keep 100% of CD / merch sales. Mari Black will provide all materials needed for merch sales, including signage and a starting bank of \$5 bills to make change for CDs
- (3) **HOSPITALITY:** The Presenter will provide lodging (if home stays, please note cat allergies in the band) and meals (please note, at least 1 member vegetarian) for Mari Black and her trio for two nights, Friday 3/28/25 and Saturday 3/29/25 (band departs the morning of Sunday, 3/30/25).
- (4) **PHOTOGRAPHY / VIDEO:** Mari Black gives the Presenter permission to record and/or photograph the concert and workshops, but no material may be released or posted without prior review and approval from the performers. Please, no flash photography.


CANCELLATION POLICY. In the event that either Mari Black, the Presenter, or both is unable to fulfill their obligations due to complications from the Covid-19 pandemic, damage or destruction of the venue, verified disability of the Artist, acts or regulations of public authorities, civil tumult, epidemic, or any unforeseen occurrence rendering the performance impossible ("force majeure"), neither Mari Black nor the Presenter shall be held legally responsible for any damages arising from the cancellation of the performance listed herein. Reasonable efforts will be made by both Mari Black and Presenter to reschedule as practical. Cancellations by the Presenter for reasons other than those listed above shall render the Presenter liable for any the expenses documented in writing and incurred by Mari Black in connection with the performance, including but not limited to travel, production, and other performance-related expenses.


Presenter:
Jim Olson, for the Belt Performing Arts Center





Musician:
Mari Black





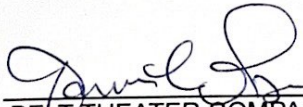
AGREEMENT
23 March 2024

AGREEMENT made this **23 March 2024**, Javier Gutierrez "El Javi" (herein referred to as Artist) and BELT THEATER COMPANY (herein referred to as Purchaser) FOR PERFORMANCE AS FOLLOWS:

1. VENUE: THE BELT PERFORMING ARTS CENTER
2. ADDRESS: 58 CASTNER ST BELT, MT 59412
3. SUMMARY OF ENGAGEMENT:
 - a. DATE, TIME, DESCRIPTION:
 - i. FRIDAY, 17 JANUARY 2025, APROX 1:00 PM, OUTREACH AT BELT SCHOOL (**approximately 45 minutes**)
 - b. DATE, TIME, DESCRIPTION:
 - i. SATURDAY, 18 JANUARY 2025, 3:00 PM, PERFORMANCE – (2) 45 MIN SETS
 - ii. SATURDAY, 18 JANUARY 2025, 7:00 PM, PERFORMANCE – (2) 45 MIN SETS
 - iii. LOAD IN AND SOUND CHECK IS SATURDAY, 18 JANUARY 2023, APPROX 1:00 PM, DOORS OPEN AT 2:30 PM AND 6:30 PM
4. GROSS COMPENSATION: \$3,000 USD, PLUS LODGING FOR (1) PERSONS FOR (3) NIGHTS AT RANCHES OF BELT CREEK, PLUS MEALS. LINE ITEM DETAIL:
 - a. OUTREACH COMPRISES \$300 USD OF GROSS COMPENSATION
 - b. MUSIC CONCERTS COMPRISES \$2,700 USD OF GROSS COMPENSATION
5. PAYMENT AS FOLLOWS:
 - a. **\$3,000** USD BALANCE DUE IMMEDIATELY FOLLOWING ENGAGEMENT
6. A RIDER IS ATTACHED AND IS A PART OF THIS AGREEMENT AND MUST BE SIGNED BY PURCHASER AND RETURNED WITH AGREEMENT.
7. COMPENSATION AGREED UPON IS GUARANTEED RAIN OR SHINE, IF ARTIST IS READY TO PERFORM.
8. PURCHASER SHALL NOT BE LIABLE FOR THE DEFAULT OF AN ARTIST FOR NON-PERFORMANCE, IN WHICH CASE 100% OF DEPOSIT IS REFUNDABLE.

PURCHASER: JAMES M. OLSON

ARTIST: JAVIER GUTIERREZ

SIGNATURE: 
BELT THEATER COMPANY
PO BOX 604
58 CASTNER ST
BELT, MT 59412
PHONE: (406) 277-3384
BELTTHEATER@GMAIL.COM

SIGNATURE: 
JAVIER GUTIERREZ
WWW.ELJAVI.COM
PHONE: (720) 550-3713
2814 Eaton St. Wheat Ridge CO 80214
DENVER, CO
ELJAVIMUSICLLC@GMAIL.COM

ARTIST/ATTRACTION ENGAGEMENT CONTRACT

AGREEMENT made this 15th day of March, 2024 by and between
Tomáš Kubínek (hereinafter "Artist/Attraction") P.O. Box 4, MILL RIVER, MA, 01244 USA –
info@kubínek.com tel: 1.401.743.3159 and
The Belt Performing Arts Center (hereinafter "Presenter") 58 Castner Street, BELT, MT
59412 USA belttheater@gmail.com Tel: 406-277-3844 (seating capacity: Approx 110)

It is mutually agreed between the parties that Presenter hereby engages Artist/Attraction for the services of Tomáš Kubínek, and Artist/Attraction hereby agrees to perform the Engagement(s), as hereinafter provided, upon all of the terms and conditions set forth herein:

I. NUMBER OF PERFORMANCES: 2

II. ENGAGEMENT SCHEDULE:

Date	Time	Type of Event	Venue	City
May 2 nd or 3 rd , 2025	TBD	Technical set up	The Belt PAC	Belt MT
Sat., May 3 rd , 2025	TBD	Two Performances	The Belt PAC	Belt MT

III. REPERTOIRE:

Tomáš Kubínek – Certified Lunatic & Master of the Impossible

(This performance shall be presented and promoted as a program created for Adult Audiences).

IV. COMPENSATION TERMS:

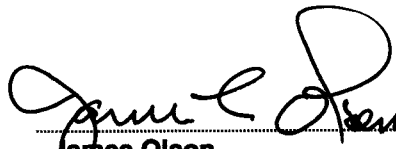
A. **FEE:** Compensation to be paid by Presenter shall be \$3,500.00 plus hotel accommodations of up to 3 (three) nights. Sums payable to Artist shall be free of taxes, fees, dues, and the like. In states where a taxing authority intends to deduct any portion of Artist's guarantee, the Presenter shall pay the amount due in addition to Artist's contracted fee. Fee is reduced due to seating capacity and is confidential.

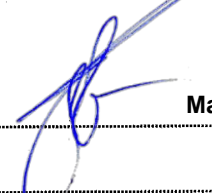
B. **PAYMENT SCHEDULE:** Advance Deposit issued with signed agreement.
Balance prior to final performance, as follows:

Description:	Date Due	Amount
DEPOSIT as follows: Check mailed to: <u>Tomáš Kubínek</u> P.O. Box 4, MILL RIVER, MA, 01244 USA	Issued upon signing of this agreement and no later than Sept. 15 th , 2023.	\$1,000.00
BALANCE: Payment to Artist <u>Tomáš Kubínek</u> at Performance	May, 3 rd , 2025	\$2,500.00.00
	Total:	\$3,500.00

For Presenter

For Artist


James Olson
Belt Performing Arts Center
Date 23 March 2024


Tomáš Kubínek
Artist
Date March 24, 2024



ARTIST FIXED COMPENSATION AGREEMENT

Agreement made on this 23rd day of February 2024, by and between Justin Varnes and the Jazz Legacy Project ("Artist") and the Belt Performing Arts Center("Venue") for the services set forth below. _____

Details of Performance(s): Venue hereby engages from Artist the services of the Artist accompanied by 3 other performers (the ensemble known as the "Jazz Legacy Project") for the Performance(s), on the date(s), time(s), and place(s), and for the compensation all as set forth herein, and the Artist hereby agrees that the Artist render such services, subject to the terms and conditions set forth herein.

- Performer as Marketed: *The Jazz Legacy Project Presents the Life and Music of John Coltrane*

- Number of Performance(s): *Two (2) (including 1 matinee) @ \$3,750*

- Number of Clinics/Workshops: *One (1) 45-60-minute outreach program (@ \$250 each)*

Performance Day(s), Time(s), and Place(s): *April 12-14, 2025, Time(s) TBD*

Rehearsal Date(s), Time(s), and Place(s): *N/A*

Venue Name, Address:

*Belt Performing Arts Center
58 Castner Street,
Belt, MT 59412*

Venue Day-of Contact and Contact Details: *Jim Olson, james.olson15@yahoo.com, 808-292-3719*

Venue Representative and Phone Number (if different than above):

Service Schedule:

← Jazz Legacy Project Contra... 

- VIP Meet and Greet (if applicable)

- House Doors: TBD

- Performance: TBD

Ticketing: Ticket price to be determined by Venue.

Discounted Tickets:

- Venue reserves the right to discount ticket prices for select groups

Complimentary Tickets:

- Venue will reserve 10 complimentary tickets for the house

- Artist will receive a total of tbd complimentary tickets:

Compensation: The Compensation to be paid by the Venue to the Artist shall be the sum of \$4,000 (the "Compensation"). Venue will be responsible for financing all associated ticketing and blanket live performance rights fees.

Payment of Compensation: The Compensation hereunder shall be paid by the Venue to the Artist. Payment shall be made by cash, check, or a digital payment approved by Artist made payable to "Justin Varnes"



Edit this file on your computer

To edit "Jazz Legacy Project Contract - Belt PAC" as a visitor, open it on your computer

performers. Checking in on April 12, 2025 and checking out

play counter and retain 100% of sales. Venue will not

Got it

th monitors, and a Lighting Director unless otherwise noted.


ANY CHANGES, AMENDMENTS, OR ALTERATIONS TO THE REQUIREMENTS OF THIS CONTRACT MUST BE REQUESTED IN WRITING AND APPROVED BY ARTIST PRIOR TO THE DATE OF PERFORMANCE HEREIN
SIGNATURE PAGE BELOW


Upon signing below, both parties consent to the terms of this agreement, and any notes or alterations have been circled or underlined and initialed next to such alteration.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above set forth.

Client: Belt Performing Arts Center

Artist: Justin Varnes

By: 

By: 

Print Name: James Olson

Print Name: Justin Varnes

Date: 23 March 2024

Date: 2/23/2024

Artist Contact

Address: 357 Parkside Meadow Dr SW

City, State, Zip: Marietta, GA 30064

Email: justin@jazzlegacyproject.com

Phone: (201) 637-8317