



CREATIVE ARTISTS AGENCY
5TH FLOOR
3 SHORTLANDS
HAMMERSMITH
LONDON W6 8DA
020 8846 3000 Tel/020 8846 3090 Fax

AGREEMENT made this 18th day of February 2015
Between **AMBER RUN**
(hereinafter referred as "**PRODUCER**"), and **TIM HORNSBY PP TOKYO INDUSTRIES (LINCOLN YORK HULL) LTD**
(hereinafter referred as "**PURCHASER**"). It is mutually agreed upon between the parties as follows: The **PURCHASER** hereby engages the **PRODUCER** and the **PRODUCER** hereby agrees to furnish the entertainment presentation hereinafter described, upon all terms and conditions herein set forth, including those on the reverse side hereof entitled "**Additional Terms and Conditions**".

1. Date, City, Venue (CAP): **Monday 27th April 2015, York, Fibbers, (CAP: 400)**
2. Ticket price: **£8**
3. Additional Information:
Billing: Artist to perform as the headline act.
Performance Length: Artist to perform one complete set.
Support: Artist has right of approval of all support acts.
Additional Provisions: Please see Addendum "A" for additional provisions.

4. COMPENSATION AGREED UPON (Amount and Terms):

FEE: £400 guaranteed fee vs 80% of the net door receipts after agreed costs plus VAT.

It is agreed and understood that for the purpose of this contract, net is defined as gross door receipts (after deduction of taxes) less agreed validated promotion expenses.

5. DEPOSITS/CONTRACTS:

It is agreed and understood the purchaser will pay 50% of the fee (£200 + VAT) into the Creative Artists Agency UK Ltd Clients GBP account one month prior to the performance. The balance plus any overages are due to Creative Artists Agency UK Ltd one working day after the performance.

Sterling

Account Name: Creative Artists Agency UK Ltd Clients GBP Account
Account Number: 20450405
Sort Code: 20 78 98
Iban: GB41 BARC 2078 9820 4504 05
Swift Code: BARC GB22
Bank: Barclays Bank, 27 Soho Square, London, W1D 3QR

Please include the name of the artist and date of performance on all transfers. All Transfer fees to be paid by remitter.

6. Riders Attached Hereto Are Hereby Made a Part Hereof.

7. No performance of the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the **Producer and Producer's record label** relating to and permitting such recording, reproduction or transmission.

Signed: _____ (ARTIST/PRODUCER)
PRODUCER: AMBER RUN

Return all signed copies to Agent:
Jake Leighton-Pope

Signed: _____ (PURCHASER)
PURCHASER: TIM HORNSBY PP TOKYO INDUSTRIES (LINCOLN YORK HULL) LTD

Mail to: mrhpresents@gmail.com

Tokyo Industries (Lincoln York Hull) LTD., Fibbers, Stonebow House, York, YO1 7NP

Tel: +44 (0)78 666 07355

"THE ABOVE SIGNATURES CONFIRM THAT THE PARTIES HAVE READ AND APPROVE EACH AND ALL OF THE
"ADDITIONAL TERMS AND CONDITIONS" SET FORTH ON THE REVERSE SIDE HEREOF."

ADDENDUM "A"

ADDENDUM "A" IS HEREBY ATTACHED AND MADE A PART OF THE CONTRACT BETWEEN **AMBER RUN** (HEREINAFTER REFERRED TO AS "PRODUCER") F/S/O **AMBER RUN** (HEREINAFTER REFERRED TO AS "ARTIST") AND **TOKYO INDUSTRIES (LINCOLN YORK HULL) LTD** (HEREINAFTER REFERRED TO AS "PURCHASER") IN RESPECT TO ARTIST'S ENGAGEMENT ON THE DATE(S) LISTED BELOW.

PURCHASER AND PRODUCER HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. PERFORMANCE SCHEDULE:

IT IS UNDERSTOOD AND AGREED THAT ARTIST SHALL PERFORM **ONE (1)** COMPLETE SHOW ON THE DATE LISTED BELOW:

<u>DATE</u>	<u>CITY</u>	<u>VENUE</u>	<u>CAPACITY</u>	<u>TICKET PRICE</u>
MONDAY 27 TH APRIL 2015	YORK	FIBBERS	400	£8

ANY CHANGES TO THE ABOVE ITINERARY INCLUDING BUT NOT LIMITED TO DATE, VENUE, CAPACITY, TICKET PRICES, ETC. ARE SUBJECT TO THE FULL PRIOR WRITTEN APPROVAL OF PRODUCER.

2. GUARANTEE:

THE PURCHASER WILL PAY A GUARANTEED FEE OF £400 VS. 80% OF THE NET DOOR RECEIPTS AFTER AGREED COSTS PLUS VAT.

3. DEPOSIT SCHEDULE:

IT IS UNDERSTOOD AND AGREED THAT THE PAYMENT SCHEDULE FOR THE ENGAGEMENT HEREIN SHALL BE AS FOLLOWS:

50% OF THE FEE WILL BE PAID INTO THE CREATIVE ARTISTS AGENCY UK LTD CLIENTS GBP ACCOUNT ONE MONTH PRIOR TO THE PERFORMANCE. THE BALANCE PLUS ANY OVERAGES ARE TO BE PAID INTO THE SAME ACCOUNT THE DAY FOLLOWING THE PERFORMANCE.

STERLING

ACCOUNT NAME:	CREATIVE ARTISTS AGENCY UK LTD CLIENTS GBP ACCOUNT
ACCOUNT NUMBER:	20450405
SORT CODE:	20 78 98
IBAN:	GB41 BARC 2078 9820 4504 05
SWIFT CODE:	BARC GB22
BANK:	BARCLAYS BANK, 27 SOHO SQUARE, LONDON, W1D 3QR, ENGLAND

NOTE

PLEASE INCLUDE THE NAME OF THE ARTIST AND DATE OF PERFORMANCE ON ALL TRANSFERS. ALL TRANSFER FEES TO BE PAID BY REMITTER.

4. SOUND & LIGHTS:

PURCHASER WILL PROVIDE AND PAY FOR FULL PRODUCTION IN ACCORDANCE WITH THE ARTIST RIDER.

5. RADIO/TELEVISION/INTERNET AND/OR MERCHANDISING RIGHTS:

IT IS UNDERSTOOD AND AGREED THAT NO RADIO, TELEVISION, INTERNET, AND/OR MERCHANDISING RIGHTS ARE GRANTED FOR THE ENGAGEMENTS HEREIN. ANY AND ALL SUCH RIGHTS ARE RETAINED BY PRODUCER. ADDITIONALLY, PURCHASER AGREES THAT NO RECORDING, TAPING, WEBCASTS, OR VIDEO REINFORCEMENT WILL OCCUR, EXCEPT AS MAY OTHERWISE BE SET FORTH HEREIN.

IF ANY UNAUTHORIZED RECORDING, BROADCAST, OR REPRODUCTION OCCURS, ARTIST WILL HAVE THE RIGHT TO WITHHOLD PERFORMANCES WITHOUT PREJUDICE TO THEIR RIGHTS HEREUNDER, AND, IN ADDITION TO GENERAL AND SPECIFIC DAMAGES, PURCHASER WILL BE FINANCIALLY RESPONSIBLE TO PRODUCER AND ANY THIRD PARTY FOR AMOUNTS OWED DUE TO ROYALTY AND COPYRIGHT INFRINGEMENTS.

6. RIDER REQUIREMENTS:

IT IS UNDERSTOOD AND AGREED THAT PURCHASER SHALL PROVIDE AND PAY FOR ALL PROVISIONS AS SET FORTH IN THE ARTIST RIDER UNDER SEPARATE COVER. IN THE EVENT OF AN INCONSISTENCY BETWEEN THIS AGREEMENT (INCLUDING THIS ADDENDUM "A") AND THE RIDER, THE PROVISION MORE FAVORABLE TO ARTIST SHALL CONTROL.

7. **DRESSING ROOM & CATERING:**

PURCHASER TO PROVIDE AND PAY FOR A DRESSING ROOM AND CATERING RIDER, INCLUDING A HOT MEAL OR BUYOUT, FOR THE ENTIRE TOURING PARTY.

8. **DRESSING ROOM**

THE PURCHASER WILL PROVIDE AND PAY FOR A DRESSING ROOM WITH 13 AMP POWER SUPPLY AND WITHIN CLOSE PROXIMITY TO THE STAGE FOR EXCLUSIVE USE BY THE ARTIST. THE DRESSING ROOM MUST BE PROPERLY EQUIPPED WITH HOT AND COLD WATER, MIRROR, TABLE, SEATS AND HAVE EASY ACCESS TO TOILET FACILITIES.

9. **NATIONAL ADVERTISING**

IT IS AGREED AND UNDERSTOOD THAT THE PURCHASER WILL PAY A NATIONAL ADVERTISING CONTRIBUTION OF £100 PLUS VAT TO COMMUNION PRESENTS. CONTACT: CARLY@COMMUNIONMUSIC.CO.UK

10. **AGE RESTRICTION**

IT IS AGREED AND UNDERSTOOD THAT THE AGE RESTRICTION FOR THIS SHOW IS 14+.

AGREED AND ACCEPTED:

AGREED AND ACCEPTED:

BY: _____

TIM HORNSBY

TOKYO INDUSTRIES (LINCOLN YORK HULL) LTD
"PURCHASER"

BY: _____

AMBER RUN

F/S/O AMBER RUN
"PRODUCER"

Additional Terms and Conditions

The following additional terms and conditions are incorporated in and are part of the Agreement attached hereto.

1. PURCHASER agrees to furnish at its sole cost and expense all that is necessary for the proper presentation of the performances set forth in the Agreement (the "Performance(s)"), and if required by PRODUCER, any and all rehearsals therefor, including, but not limited to:

a. equipment, materials, labor, licenses, permits, including, but not limited to, a suitable theater, hall or auditorium (well-heated, lighted, clean, and in good order), stage curtains, properly tuned grand piano(s) and any other instruments specified by PRODUCER, a public address system in perfect working condition (including microphone(s) in number and quality as required by PRODUCER), and comfortable, well-lighted dressing rooms;

b. all stagehands, stage carpenters, electricians, electrical operators, and any other labor as necessary and/or required by any national or local union(s) to take in, hang, work, and take out all materials required for the Performance(s), including, but not limited to, scenery, properties and baggage;

c. any musicians and musical contractors, as may be required by any national or local union(s) in connection with the Performance(s), and any rehearsals therefore; provided, however, that PRODUCER shall have the right to name such musical contractor and to approve such musicians;

d. all lights, tickets, house programs, licenses, including, but not limited to, any performing rights licenses, special police and security, ushers, ticket sellers for advance or single sales (wherever such sales take place), and ticket takers;

e. appropriate and sufficient advertising and publicity as customarily provided on a first-class basis, including, but not limited to, bill-posting, mailing, and distribution of circulars, advertising in the principal newspapers, and other media. PURCHASER shall pay all necessary expenses in connection with such required advertising and publicity.

2. PURCHASER will comply promptly and professionally with PRODUCER'S directions regarding the arrangement of stage decor and settings for the Performance(s).

3. PRODUCER will have sole and exclusive control over the production, presentation, and performance of the Performance(s), including but not limited to, the details, means, and methods of the performances of the performing artist hereunder. PRODUCER shall have the sole right as PRODUCER sees fit to designate and change, at any time, the performing personnel.

4. The Performance(s) to be furnished by PRODUCER shall receive billing in such order, form, size, and prominence as directed by PRODUCER.
5. PURCHASER will 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 PURCHASER or PRODUCER, or otherwise used in the Performance(s);
6. PURCHASER will not have the right to broadcast or televise, photograph, or otherwise reproduce the Performance(s), or any part thereof.
7. Except for local press in commercially reasonable numbers, any free admissions will be subject to PRODUCER'S prior written approval.
8. In the event that payment to PRODUCER will be based in whole or in part on the receipts of the Performance(s):
 - a. Ticket prices must be submitted to and approved by PRODUCER in writing before tickets are ordered or placed on sale;
 - b. PURCHASER will deliver to PRODUCER a certified statement of the gross box office receipts of each such performance within two (2) hours following such performance; and
 - c. PRODUCER will have the right to have its representative present in the box office at all times. Such representative will have the right to examine and make extracts from box office records of PURCHASER relating to gross box office receipts of the Performance(s). PRODUCER will have the right, at its own expense, to audit PURCHASER's box office records relating to gross box office receipts of the Performance(s) upon reasonable notice on or before the date two (2) years after the Performance(s). Such audit will be conducted during normal business hours, and at PURCHASER's normal place of business where PURCHASER maintains such receipts.
9. PRODUCER will have the sole and exclusive right, but not the obligation to sell souvenir programs and other souvenir items, including audio recordings in any and all formats and media, in connection with, and at, the Performance(s). The receipts thereof will belong exclusively to PRODUCER. PURCHASER will make reasonable accommodations to facilitate PRODUCER's sales activities.
10. PURCHASER agrees that PRODUCER may cancel the Performance(s) hereunder, in PRODUCER's sole discretion, by providing at least thirty (30) days notice to PURCHASER prior to the Performance(s) date. In such event, PRODUCER will return any amounts previously paid by PURCHASER pursuant to this Agreement, and shall have no further obligations.
11. If, before the date of any scheduled performance, it is found that PURCHASER has not performed fully its obligations under any other agreement with any party for another engagement, or that the financial credit of PURCHASER has changed, been misrepresented or been impaired, PRODUCER may cancel the Agreement without payment or penalty of any sort.
12. In the event that PURCHASER fails or refuses fully to perform any of its obligations hereunder, including but not limited to timely making any of the payments required by this Agreement:
 - a. PRODUCER, in its sole and exclusive discretion, may immediately terminate this Agreement;
 - b. PRODUCER will have the right to retain any amounts theretofore paid by PURCHASER;
 - c. PURCHASER will immediately reimburse PRODUCER for any out-of-pocket costs incurred by PRODUCER and/or Artist as a result of PURCHASER's breach;
 - d. PURCHASER will remain liable to PRODUCER for the guarantee and any additional compensation due PRODUCER, as set forth in the Agreement; and
 - e. PRODUCER and/or Artist will be entitled to assert all claims and to exercise all rights and remedies available, whether at law or in equity.
13. In the event of an alleged material breach of this Agreement by PRODUCER and/or Artist, PURCHASER agrees that the maximum damages which PURCHASER may seek to recover will be limited to necessary out-of-pocket expenses directly incurred by PURCHASER relating to the Performance, including out-of-pocket costs, taking into account any amounts that PURCHASER recovered or could have recovered using its best efforts to mitigate its damages. Notwithstanding the foregoing, PURCHASER will not be entitled to recover any alleged lost profits or similar damages.
14. Force Majeure.
 - a. A "Force Majeure Event" is defined as one or more of the following causes which renders performance impossible, impracticable, or unsafe: death, illness of, or injury to Artist or a member of Artist's immediate family, any of Artist's musicians, or any of PRODUCER's key personnel; theft, loss, destruction, or breakdown of instruments or equipment owned or leased by PRODUCER or Artist; fire; threat(s) or act(s) of terrorism; riot(s) or other form(s) of civil disorder in, around, or near the Performance(s) venue; strike, lockout, or other forms of labor difficulties; any act, order, rule, or regulation of any court, government agency, or public authority; act of God; absence of power or other essential services; failure of technical facilities; failure or delay of transportation not within PRODUCER's or Artist's reasonable control; inclement weather; and/or any similar or dissimilar cause beyond PRODUCER's or PURCHASER's reasonable control.
 - b. If a Force Majeure Event occurs, the parties' respective obligations hereunder will be excused fully, without any additional obligation, subject to the provisions of Section 14(c) below, and each of the parties shall bear its own costs incurred in connection with this Agreement.

c. Notwithstanding the foregoing, if Artist is ready and willing to perform, PURCHASER will pay PRODUCER the full amount of the guarantee set forth in this Agreement.

15. Insurance

a. PURCHASER agrees to provide public and general liability insurance coverage, including without limitation, public and general liability automobile, liability, and comprehensive coverage, in an amount not less than \$5,000,000 per occurrence to protect against any claim for personal injury or property damage otherwise brought by or on behalf of any third party, person, firm, or corporation as a result of or in connection with the Performance(s). The policy shall name PRODUCER, Artist, each individual member of Artist, and their respective agents, employees, directors, officers, principals, representatives, and shareholders as additional insured's.

b. In addition, PURCHASER shall maintain in effect (a) workers' compensation insurance (or the equivalent thereof if workers' compensation insurance is not available) covering all of its employees, subcontractors, and other personnel under the control, direction, or authority of PURCHASER, whether directly or indirectly, who are involved in the installation, operation, and/or maintenance of equipment provided by PURCHASER, and (b) hired and non-owned automobile insurance. PURCHASER shall supply PRODUCER with certificates of insurance showing coverage of the above at least ten (10) business days prior to the Performance date;

provided, however, that if PURCHASER does not provide such certificate by the foregoing date, PRODUCER may, in its sole discretion, terminate this Agreement. If PURCHASER has not provided certificates of insurance as set forth herein, PRODUCER may elect to perform the show; provided, however, that PURCHASER will be responsible nonetheless for the insurance coverage specified herein.

c. The insurance policies described herein will contain provisions requiring the insurance company to give PRODUCER at least ten (10) days prior written notice of any revision, modification, or cancellation. Any proposed change in certificates of insurance will be submitted to PRODUCER for written approval prior to any such change taking effect.

16. Indemnification

a. PURCHASER shall indemnify, protect, and hold PRODUCER, Artist, the individual performing members of Artist, Artist's managers, accountants, attorneys, agents, and their respective contractors, employees, licensees, and designees (collectively, the "Indemnified Parties") harmless, from and against any claim, demand, action, loss, cost, damage, or expense whatsoever (including, without limitation, reasonable attorneys' fees) arising out of or in connection with the Performance, including, but not limited to:

1. Any claim, demand, or action made by any third party, as a direct or indirect consequence of the Performance;

2. Any and all loss, damage, and/or destruction occurring to PRODUCER's, Artist's, and/or their respective employees', contractors', or agents' instruments and equipment at the place of the Performance, including, but not limited to, damage, loss, or destruction caused by forces beyond the parties' control;

3. A breach or alleged breach of any warranty, representation, or agreement made by PURCHASER hereunder in connection with the Performance, including, without limitation, any failure by PURCHASER to perform any agreement entered into between PURCHASER and any third party; and

4. Damage or injury to any patrons, or the venue, or any fixture or personal property therein, caused by fans or any others not engaged by PRODUCER. For the avoidance of doubt, no claim, deduction, or offset will be made by PURCHASER in respect of same, unless proof of such damage and the cause thereof is provided to PRODUCER, and PRODUCER expressly agrees to such claim, deduction, or offset in writing.

b. If an insurable risk occurs, resort to the procedures set forth in the insurance policies required hereunder, and any resulting remedies, will be the sole remedy of PURCHASER.

17. UNDER NO CIRCUMSTANCES WILL PRODUCER AND/OR ARTIST BE LIABLE TO PURCHASER OR ANY THIRD PARTY IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SIMILAR DAMAGES THAT RESULT FROM THE PARTIES' PERFORMANCE OR NON-PERFORMANCE HEREUNDER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, EVEN IF PRODUCER AND/OR ARTIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with, or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which it is a party or by which it may become subject. Each party shall, at its own expense, make, obtain, and maintain in force at all times during the term of this Agreement, all applicable filings, registrations, reports, licenses, permits, and authorizations necessary to perform its obligations under this Agreement. Each party shall, at its own expense, comply with all laws, regulations, and other legal requirements that apply to it and this Agreement.

THE WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES MADE BY PRODUCER. PRODUCER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PERFORMANCE. PRODUCER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT AS SET FORTH HEREIN, NO ORAL OR WRITTEN INFORMATION GIVEN BY PRODUCER AND/OR ARTIST, OR THEIR RESPECTIVE EMPLOYEES, AFFILIATES, OR AGENTS WILL CREATE A WARRANTY OR REPRESENTATION AND PURCHASER EXPRESSLY ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY ALLEGED REPRESENTATION OR WARRANTY OF PRODUCER OR ANY OF ITS EMPLOYEES, AFFILIATES, AGENTS OR REPRESENTATIVES.

19. This Agreement constitutes the sole, complete, and binding agreement between the parties hereto regarding the subject matter hereof, and supersedes all prior communications between the parties. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and executed by an authorized representative of each party.

20. The Parties each acknowledge that CREATIVE ARTISTS AGENCY, UK Ltd. acts only as agent for PRODUCER, and assumes no liability hereunder.

21. Except for the Parties' acknowledgment in Section 20 above, that Creative Artists Agency, UK Ltd. assumes no liability hereunder, in the event of any inconsistency between these Additional Terms and Conditions and Artist's Rider (attached hereto and incorporated by reference herein), the terms of Artist's Rider will control.

22. This Agreement shall be construed in accordance with the laws of England & Wales without regard to its application of choice of laws. Any claim or dispute arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in England & Wales. The parties hereto agree to be bound by the award of such arbitration and judgment upon the award may be entered in any court having jurisdiction thereof. Nothing in the Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, or similar body having jurisdiction over the Performances or any element thereof. 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.

23. In the event of inclement weather that renders any performance impossible, hazardous or unsafe, Purchaser shall remain liable for payment of the full agreed upon compensation even if such performance is prevented by such weather conditions.

AMBER RUN	
Reference	ARFIB2015
Venue	FIBBERS
City	YORK
Date	27 th April 2015
Status	OFFER
Sales	400
Ticket Price	8.00
Gross Potential	3200.00
Net Potential	2666.67
Supports	50.00
Venue	200.00
PA	100.00
Lights	50.00
Backline	0.00
Security/FOH	100.00
Local Crew	50.00
Show Staff	100.00
Box Office	20.00
Catering	150.00
Electrician	0.00
Tickets	20.00
Misc (towels, etc)	20.00
Accommodation /day room	0.00
Artwork	50.00
Press Ads (Inc National)	100.00
Posters/Leaflets/Brochure	100.00
Digital	20.00
Total Fixed	1130.00
BO Comm	0.00
Credit Card Commission	0.00
PRS	80.00
Public Liability	40.00
Cancellation	33.90
Total Costs	1283.90
Surplus	400.00
Guarantee	400.00
Settlement on sell-out	1106.21