

No performance 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 Artist or Artist's representative. Artist reserves the right to photograph/video some portion of their show for use on social media (generally 3min or less for a video clip). Credit to venue will be attributed.

If sponsor fails to perform his obligations under this Agreement with regard to the provision of a place of performance, or the payment of compensation, or cancels the engagement without the consent of the Artist, Sponsor shall be liable to the Artist for Artist's actual losses, or as liquidated damages and not as penalty, 50% of the above flat fee, whichever is greater.

If Sponsor breaches this contract, he shall pay to Artist, in addition to damages, a reasonable attorney's fee.

It is agreed that Sponsor shall be held liable for any losses or damage to equipment of Artist due to Sponsor negligence, including but not limited to vandalism, fire, riot, fight, or any acts of nature while said equipment is contained in the place of engagement.

Sponsor will obtain such clearances, if any, as required by any musicians union, or other union having jurisdiction over said engagement(s), and will supply and furnish all items required by such union(s) not specifically agreed (in writing) to be supplied by Artist.

Except as specifically set forth herein, in no event shall Artist ever be held liable for any expense incurred by Sponsor/Venue in connection with Artist's performances, nor shall Artist be entitled to any portion of proceeds from Sponsor's/Venue's related business activities, including, but not limited to, payments to Sponsor/ Venue by a third party such as a corporate sponsor and sales by Sponsor/Venue of food and beverages in connection with Artist's performance. Neither shall Sponsor/ Venue be entitled to any portion of proceeds from Artist's related business activities, including but not limited to payments to Artist by corporate sponsors and any sales by Artist or Artist's record label of Artist's recorded material and related items to the public at any time.

The foregoing **plus attached addendum/riders** constitute the entire agreement between parties hereto with respect to the subject matter hereof and cannot be changed, altered, modified or terminated, except in writing, signed by the parties hereto. Regardless of the place of execution, this agreement shall be construed in accordance with the laws of the State of Maryland.

AGREED TO AND ACCEPTED BY:

Alison Loerke 5/12/22

Alison Loerke/ALIA Prod, Artist's Representative

Date

M. Chloe Remy 5/9/22

Margaret Powell, Music Director, BarnArts

Date

Artist management: Zach Niles 7/7/22  
Zach Niles - payment in full received