

SPINNER ENTERTAINMENT PERFORMER CONTRACT

This entertainment contract is made and entered by and between Spinner Entertainment, 1189 Bodcau Station Rd., Haughton, LA 71037 (hereafter referred to as "Spinner") as Manager and _____ at _____ hereinafter referred to as the Performer.

The Performer agrees that his or her contract with Spinner is non-exclusive to either party, but that any entertainment performance(s) given to the performer by Spinner will be subject to the following conditions and covenants:

Section I - Confidentiality

1. It is agreed between the parties that any information gained by the Performer regarding Spinner, its principals, policies and pricing will be kept confidential and will not be discussed with clients, competitors or other performers.
2. It is agreed that while on a job, or while in any way representing Spinner, the Performer will only distribute Spinner approved business cards, web sites, contact numbers, et al.
3. It is agreed that at no time a Performer while dealing with a client of Spinner or a client that Spinner has referred Performer to, will the Performer pursue the client for their own business or the business of another. Performer will at all times represent Spinner as the entity with whom the client is dealing.
4. Any information Performer may gain from Spinner, including but not limited to Spinner clients names and information, choreography, music, events, and business practices; will be used only for Spinner purposes and events and not for any other person group or organization.

Section II - Safety, Competence, and Liability

5. It is agreed and understood that the Performer will be required to perform each new skill set for Spinner before they are sent on any performance that will include that skill. For example, a performer that has been previously approved as a fire performer must request an audition with Spinner before the performer is approved for aerial or stilt walking. It is also understood that each performer will be required on at least a yearly basis to inform Spinner in any change in physical abilities, talents, health and/or other matters that may influence the ability of the Performer to do the skills required by the act that he or she may be sent to do.
6. It is agreed that no performer will misrepresent either themselves or Spinner in any way. No performer will claim to have skills, experience or history that is not true and has not been approved by Spinner.
7. It is agreed that the Performer will at all times professionally and ethically represent Spinner during performances, while setting up and preparing at a client site, and after the

performance while still dealing with the client. The Performer will be aware of, and keep the performance area clean and safe and will treat the Client with professional courtesy and respect.

8. It is agreed and understood that each Performer will be responsible to have all the required safety, training, licensing and permit requirements for any performance that they are engaged in for Spinner. Fire performances shall adhere to the current NAFAA safety guidelines, local fire regulations, or good judgment, whichever is most restrictive. The Performer is accountable to secure all permits that are required before any performance. Permits should be in the name of the Performer with the address of the performance. Copies of such permits should be submitted to Spinner for their records. Any failure to obtain, follow and record such permits may result in loss of the performance for the Performer and possible election of Spinner to forego giving further performances to the Performer.
9. Performer may be required to carry insurance that covers the Performer for any injury or liability that may occur at any performance. Performer understands that without obtaining liability insurance that they may be ineligible for certain performance opportunities. It is specifically required that Performer agree to hold Spinner, its principals and agents harmless for any injury or liability that may occur during or in association with any performance for which Spinner books the Performer.

Section III- Media and Usage

10. All media (including but not limited to film, video, photography and sound recordings) taken by Spinner its agents or representatives during any Spinner event is the property of Spinner. Performers may use copies of such media with the permission of Spinner for their own promotion, but may not use such media for personal financial gain. In the event that the Performer is approached by any entity for the purpose of using such media, negotiations will be conducted between Spinner and the entity. The Performer will not at any time be allowed to sell the media.
11. It is agreed that the use of any media for promotions or the use of Spinner costumes, music, choreography, props will be at the discretion of Spinner. Performer will not unilaterally make use of Spinner costumes, music, choreography or props without the permission of Spinner.

Section IV- Management Fees and Performance Agreements

12. It is understood that Performer is not exclusive with Spinner. However if Performer is approached by any Client known to Performer through their relationship to Spinner, it is agreed that any performance booked with that Client shall be a Spinner booking. All such bookings will be finalized through Spinner and will be subject to a 20% booking fee.
13. It is agreed that once the Performer and Spinner have agreed upon an amount that the Performer will be paid for any particular performance, and Performer has agreed to do the performance; the Performer will not attempt to renegotiate the compensation for that performance. Such actions will be considered a breach of contract and will allow Spinner

to retain the services of another performer. If however, the Client asks the Performer to do other than what was agreed upon between the Client and Spinner, it is required that the Performer inform Spinner of the proposed change. Spinner may communicate with the Client to protect the Performer and negotiate on the Performer's behalf. In the event that there is not time for Spinner to be contacted about a change and the Performer and the Client agree to a change with a change of compensation, it will be considered as if Performer was working as the agent for Spinner; the percentages due to Spinner will be on the new amount.

14. An agreement to perform on behalf of Performer is considered a binding legal contract. Failure of Performer to complete an agreement once such agreement has been made will be considered a breach of contract and subject Performer to possible sanctions and breach of contract action in a court of law. However, in the case of an emergency, illness, or act of God, which would delay or prevent Performer from completion of agreement, contacting Spinner as soon as possible so that Spinner may have the ability to contact the Client or another performer may eliminate the breach of contract against the Performer.

Section V- Performer Information

15. At the time of the signing of this contract, Performer will provide all the necessary contact information including web-sites, Social Security Number, W-2 or 1099 information, etc., namely all the information that Spinner needs to contact Performer and pay them. Performer will be responsible to inform Spinner within ten days of any change in contact information or other change in Performer's ability to perform. Spinner assumes no liability for failure to contact Performer if their contact information listed with Spinner is not correct.
16. It is agreed that the Performer will review all performer information with Spinner at least once a year to verify that all performer information remains current and correct.
17. It is agreed that Performer will keep Spinner advised of all insurance held by the Performer, for either the Performer or performances. Performer will furnish copies of insurance certificate(s) to Spinner immediately upon receipt of a new policy. Performer will also furnish Spinner with Additional Insured certificates upon request.
18. It is understood that should Spinner and the Performer complete and sign riders, addendums, or updates added at some future time, that those will be binding and supersede this agreement to the extent that it may conflict with this document. However, any covenants that are not replaced by such future document will be considered binding on both parties.
19. It is understood that if the Performer has a personal/performance web site(s) the Performer shall include a link to the www.spinnerentertainment.com website, design pending Spinner approval. Copies of such approval and website information shall be contained in Performers file.

Dated this ____ day of _____, 201_.

Performer

Spinner Entertainment