

# Starwest Entertainment

## Engagement Agreement

This Engagement Agreement (the Agreement) made on this \_\_\_ day of \_\_\_\_\_, 2007 for the musical services of Flint Thompson & SIXGUN (hereinafter referred to as Performer), by and through its spokesman and authorized representative, Timothy R. Moss (hereinafter referred to as Performer Representative)

and \_\_\_\_\_ (hereinafter referred to as Establishment Representative)

Establishment \_\_\_\_\_

Engagement Location: \_\_\_\_\_

Date(s) of Engagement: \_\_\_\_\_

Engagement Period: \_\_\_\_\_

Engagement Structure: \_\_\_\_\_

Engagement Fee: \$ \_\_\_\_\_

Performer and Establishment agree to the following terms and conditions:

1. Establishment shall make a deposit of the Engagement Fee in the amount of 25% of the fee payable to Timothy Moss. The deposit and an executed original of this Agreement must be sent to Timothy R. Moss by \_\_\_\_\_. Such deposit shall be payable by corporate check, cashier's check, or money order.

2. Establishment's deposit is made and accepted in good faith to reserve the Date of Engagement and is not refundable. Should cancellation occur due to extreme circumstances beyond the control of either party, refund of the deposit may be negotiated. Any other cancellation of the Engagement Date by Establishment without a 90 day written notice to Performer shall be subject to the payment by Establishment to Performer 75% of the Engagement Fee (less deposit already paid) as compensation for loss of revenue.

3. The balance of the Engagement Fee shall be paid at the end of the Engagement Period by cash or money order, made payable to Timothy R. Moss.

### **Prior to The Show**

4. Not less than 30 days prior to engagement date Establishment must display in a prominent area for patrons to see, Flint Thompson and SIXGUN promotional photos, with show times and dates. Not less than 7 days prior to engagement date Establishment must display on outside signage date and time of engagement.

**Failure of Establishment to comply with item 4. will constitute a default of this agreement and immediate cancellation of the show.**

5. Establishment shall provide an adequate staging area for Performer. Access to the staging area will be provided at least five (7) hours prior to the scheduled start time of the performance. Removal of any objects or equipment not belonging to Performer that obstruct or conflict with the set up of the Performer's equipment is the sole responsibility of Establishment.

6. Establishment shall provide electrical facilities that conform with industry standards and local building and safety codes. Facilities should include at least four (4) separate circuits, with a minimum of 110 volts, and a minimum rating of 20 amps per circuit. One circuit with a minimum of 240 volts with a minimum of 60 amps rating. Electrical facilities shall be within 50 feet of staging area. Damage to Performer's equipment due to the faulty electrical facilities will be the sole responsibility of Establishment.

7. Establishment shall allow at least 45 minutes for Performer to test and adjust sound system levels for all instruments and vocals. The sound system testing and sound check shall be conducted by Performer. The sound check shall occur at least one (1) hour prior to the performance. Show decibel levels will be not less than 95 db 50 feet in front of the stage and will not exceed 105 dB during the performance.

8. Establishment will provide secure parking in close proximity of the stage area, for the Performer's transportation, which includes a Prevost Tour Bus and trailer.

9. Performer shall have all Starwest Entertainment personnel, band members, technical staff and crew on site and ready for performance no less than one (1) hour(s) prior to the performance. Establishment will be required to reserve ( 10 ) seats in the venue for Starwest Entertainment guest free of charge. All personnel and guests will have SIXGUN identification badges.

10. Performer shall provide the necessary sound system, lighting and technical staff for the set up, operation and removal of the equipment. The use of Establishment- provided equipment and staff is at the discretion of Performer.

11. Performer shall have the right, but not the obligation, to remove any or all of its equipment from the Engagement Location at any time after each Engagement Date. Establishment will make personnel available to allow access to the venue for the purpose of removing all of Performer's and accompanying artist's equipment.

12. Performer shall at all times have complete supervision, direction and control over the accompanying artists, and services being provided during the Engagement Period. Performer also reserves the right to control the manner, means and detail of the services provided as well as the ends to be accomplished. Performer will to the best of its ability, carry out Purchaser's request of musical selection and timely performance of the same.

13. Any discussions or inquiries between Performer and Establishment shall be between Performer Representative and Establishment Representative or predetermined Establishment Management.

14. The Establishment will provide any required memberships for band members and guests free of charge.

15. Establishment shall not have the right to record any audio or video of Performer without the expressed written consent of the Performer.

16. Establishment will provide before during and after the show non-alcoholic refreshments on request for all band and crew members.

17. It is understood that Performer, accompanying artists and technical staff are not employees of Establishment and are considered independent contractors for all purposes.

18. Establishment is responsible to have security personnel on site 24 hours a day for the purpose of securing and protecting performer's equipment. Establishment (Administaff) is responsible for any theft or damage to performers equipment during the engagement period.

19. Establishment will provide an area in prominent view of patrons for the sale of Flint Thompson & SIXGUN promotional items and CDs during each engagement.

20. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, or in a court of law. Judgment upon award, rendered by the Arbitrator(s), may be entered in any Court having jurisdiction in Harris County, Texas. If judgment is not paid within thirty (30) days, debtor shall pay all collection and attorney's fees.

21. If any of the provisions of this Agreement are determined to be void by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.

22. Establishment and Performer each acknowledge, confirm and approve the terms and conditions set forth in this Agreement.

Timothy R. Moss

Authorized Performer Representative for Flint Thompson & SIXGUN

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10315 Horseshoe Bend  
Houston, Texas 77064  
(713) 515-1849

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Establishment Representative (signature)

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Establishment Representative Name (please print)

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Establishment