

CONTROVERSY PERFORMANCE AGREEMENT

THIS STANDARD PERFORMANCE AGREEMENT is entered into between the parties identified below. In consideration for the following covenants, conditions and promises, the Client identified below agrees to hire Controversy to perform an engagement and Controversy agrees to provide such performance services under the following term and conditions:

1. Details of Event. If any of the following are not applicable, please indicate "N/A".

Venue/ Event Title:

Artist Name:

Date of Performance:

Type of Performance:

Location of venue and Time of Event:

Number and Length of sets:

Payment amount:

Check/Cash made payable to:

Arrival time:

Load in time:

Sound check time:

Sound provided by:

Doors open at:

Admission prices (if any):

Contacts:

Drinks Rider provided by Client:

Yes (if "Yes", please nominate method and amount):

No

Please indicate expense amount in each box; or if there no reimbursement, insert N/A:

Meals: (\$). Included

Transportation: (\$). N/A

2. Timing of Payment: If the Venue/Client receives a signed copy of this Agreement at least two (2) weeks before the Event, the Venue/Client will provide payment to Controversy immediately following the Event. If not, the Venue/Client will organise with Controversy a suitable means of payment and time upon signing of this agreement in which Controversy have full rights to either accept or disagree upon manner and method of such payment. In certain circumstances the Venue/Client will be required to make a deposit of \$1000 to secure a Controversy performance.

3. Amount of Payment. Subject to the terms and conditions of this Agreement, the Venue/Client shall pay to Controversy the amount indicated above as total payment for the Event.

4. Expenses for Lodging, Meals, and Transportation. The Venue's/Client reimbursement, if any, for Controversy's lodging, meals and transportation will be made before performance.

5. Event Technical Requirements. If Controversy has requested that the Venue/Client supply sound equipment or stage lighting for the Event, the Venue/Client will use its reasonable efforts to provide it. If the Venue/Client is unable to obtain the exact equipment or lighting Controversy requests, the Venue/Client and Controversy will work together to find suitable replacement equipment. The Venue/Client does not warrant that the equipment requested by Controversy will be sufficient for Controversy's specific needs. Controversy shall not be responsible for any equipment requests not specifically stated in an addendum, rider, or contract attached to this Agreement.

6. Control of Production. Controversy shall have control over the Event's production, presentation and artistic performance; provided, however, that Controversy shall not engage in any obscene behavior, nor shall Controversy encourage or entice patrons to engage in violent, destructive or riotous behavior. Controversy shall have authority in directing personnel operating lights and sound equipment during rehearsal and each performance. The Venue/Client retains the right to control all other aspects of the Event, including (i) sound levels (in agreement with advice from the sound engineer) and (ii) the right to stop the Event if, in the Venue's/Client's reasonable opinion, the audience is becoming uncontrollable.

7. Liability. Controversy shall not be liable for lost profits, work stoppage, or any other special, indirect, or consequential damages of any kind caused by another party.

Controversy music hold public liability insurance of up to \$10,000,000. (policy no. J0258).

8. Cancellation of Event. The Event may be canceled at the mutual agreement of the parties. In addition, either party may cancel the Event if the other party materially breaches this Agreement and fails to cure said breach within a reasonable time after notice of breach. The Event may also be cancelled because of an act of God, public calamity, war, acts of terrorism, or other legitimate reasons beyond the party's control ("Event of Force Majeure"). If the Venue/Client cancels the Event for a reason other than for Controversy's breach or an Event of Force Majeure or if Controversy cancels the Event because of the Venue's breach, the Venue's total liability to Controversy shall not exceed the Amount of Payment stated above and any non-refundable expenses actually incurred by Artist. In no event shall the Venue/Client be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of this Agreement. If the Venue/Client cancels the Event for Controversy's breach or if Controversy cancels the Event for a reason other than the Venue's/Client's breach or an Event of Force Majeure, the Venue shall be entitled to collect from Controversy all reasonable expenses incurred in connection with the Event. Neither party shall be responsible for any delays or failure to perform any obligation under this Agreement due to an Event of Force Majeure.

9. Amendments. Any changes or amendments to this Agreement must be in writing, initialed and dated by both parties to be valid.

10. Authority to Execute Agreements. The persons signing this Agreement on behalf of Controversy and the Venue/Client represent and warrant that they have the legal authority to sign this Agreement and to obligate Controversy and the Venue/Client to the covenants and conditions of this Agreement.

11. This Agreement Prevails in the Event of Conflict with Controversy's Contract or the Venue's/Client's Rider. To the extent that any of the terms and conditions contained in Controversy's contract or any other addendum or riders provided by Controversy, or his/her agent, contradict any of the terms of this Agreement, or impose additional obligations upon the Venue/Client, the Venue/Client expressly rejects such contradictory or additional terms and Controversy agrees by signing below that the terms contained in this Agreement shall control.

Controversy Signature:

Venue/ Client Signature:

Name:

Name:

Title:

Title:

Date:

Date: