

PERFORMANCE AGREEMENT

The Shops at Wiregrass

THIS PERFORMANCE AGREEMENT, made this _____, is for the services of music and/ or entertainment described below between the undersigned entertainer(s) (hereinafter referred to as "ARTIST"), and Wiregrass Holdco, LLC (hereinafter referred to as "Wiregrass") which operates **The Shops at Wiregrass**, by and through its agent CBRE, Inc. (hereinafter referred to as "PROPERTY MANAGER"), with its principal office at **28211 Paseo Drive, Ste 100, Wesley Chapel, FL 33510.**

Wiregrass will conduct the Concert known as: _____

1. Wiregrass desires to hire ARTIST as an independent contractor to provide the entertainment generally described below (the "Performance" or "Services") on the **Agreed upon date** and ARTIST agrees to provide such Performance at said Concert.
2. Location of Concert: The physical location of the Concert is: **The Shops at Wiregrass Center Court.**
3. Time(s) of Performance: The time(s) of the Performance shall be from **6:15-8:50pm.** This Performance shall have duration of **35 minutes per time slot.** A 25 minute break will take place after each time slot.
 - **Time Slot #1:** 6:15pm - 6:50pm
 - **Time Slot #2:** 7:15pm - 7:50pm
 - **Time Slot #3:** 8:15pm - 8:50pm
4. The ARTIST hereby agrees that they will promptly present themselves at the place and times of the Performance, as outlined above, and present their Performance, during the times identified in compliance with all applicable laws, rules and regulations.
5. Agreement to Perform: ARTIST agrees to provide the Performance in accordance with the terms of this AGREEMENT and any attached addenda or riders, including Exhibit A. Except as specifically identified herein (i.e., with respect to the Performance schedule), Wiregrass does not and shall not control or direct the manner or means by which ARTIST performs the Performance. ARTIST assumes all risks associated with ARTIST's Performance under this Agreement and with its relationship with Wiregrass. ARTIST acknowledges that consideration to ARTIST includes, among other things, the intangible value ARTIST will gain by participating in the Performance and being provided a venue for ARTIST's performance.
6. Price of Performance: As full compensation for the Performance (and any related or other Services provided by ARTIST pursuant to this Agreement), Wiregrass agrees to pay ARTIST

or its agent, studio, or representative, an aggregate of **\$0 dollars payable [on/within X days of completion of the Performance]**. Except as expressly provided above, neither ARTIST nor anyone employed by or acting on behalf of ARTIST shall receive or be entitled to any consideration, compensation, payment or benefits of any kind from Wiregrass. Wiregrass shall have no obligation to ARTIST with respect to any non-payment to ARTIST by ARTIST's agent, studio, or representative.

7. Recording, Reproduction or Transmission of Performance: ARTIST agrees that Wiregrass or through the PROPERTY MANAGER shall have the right and is authorized to record, reproduce, or otherwise transmit the Performance (in any and all formats and media by any technologies and means) and create derivative works thereof in connection therewith without the written permission of ARTIST or ARTIST's representative, or any payment except as set forth herein. Furthermore, Wiregrass shall be permitted to (i) reproduce, use, re-use, copy, modify, create derivatives in whole or in part, or otherwise use the recorded or documented Performance or any part thereof in combination with or as a composite of other matter, including, but not limited to, text, data, images, photographs, illustrations, animation and graphics, video or audio segments of any nature, in any media or embodiment, now known or hereafter to become known, including, but not limited to, all formats of print, computer readable electronic magnetic, digital laser or optical-based media (the "Works") for any purpose whatsoever; (ii) use and permit to be used ARTIST's name, whether in original or modified form, in connection with the Works as Wiregrass may choose, and (iii) display, perform, exhibit, distribute, transmit or broadcast the Performance by any means now known or hereafter to become known, in each case of (i) – (iii) without the written permission of ARTIST or ARTIST's representative, or any payment except as set forth herein. Wiregrass is and will be the sole and exclusive owner in perpetuity of all right, title, and interest in and to the Works, including all intellectual property rights and exploitation rights therein. To the extent the Works (or any part thereof) do not qualify as work made for hire, ARTIST hereby irrevocably assigns, transfers, and otherwise conveys to Wiregrass all right, title, and interest in and to such Works. ARTIST grants Wiregrass and its successors, licensees, assignees, and designees, the perpetual, worldwide right to use ARTIST's name, photographs, likenesses, and biographical information in connection with the Works and any advertising and promotion related thereto.
8. Excuse of Obligations: Wiregrass and ARTIST shall be excused from their obligations only in the event of proven sickness, accident, epidemic, act of God or any other reasonable condition or occurrence beyond their respective control that prevents them from performing their obligations herein.
9. Taxes: Wiregrass agrees to prepare and provide to ARTIST a Form 1099, and ARTIST agree that they have sole responsibility for the payment of any Federal, State and local taxes arising from the monies paid by Wiregrass to ARTIST.
10. Indemnify for Intellectual Property Infringement: ARTIST represent and warrant that they

are the rightful owner or are authorized to perform all of the songs and other materials performed during the Performance. ARTIST shall not perform any materials of others during Performance without full compliance with applicable laws, including regarding intellectual property, and any applicable contracts. In the event that ARTIST breaches this representation, warranty and covenant, ARTIST hereby agree to indemnify, defend, and hold harmless Wiregrass and PROPERTY MANAGER and each of their respective successors and assigns, affiliates, subsidiaries, parent companies, officers, directors, shareholders, members, employees, guests and agents from and against all liability, loss, damages, claims, and expenses (including attorney's fees and costs) arising out of the representations and warranties set forth in this Section 10.

11. Independent Contractor: ARTIST acknowledges that he or she is an independent contractor and not an employee of Wiregrass. Nothing in this AGREEMENT restricts ARTIST from entering into other agreements with or performing services for other parties, so long as entering into such agreements or performing such services does not cause ARTIST to violate this AGREEMENT.
12. Merchandising: At ARTIST's option, ARTIST may offer CDs, tapes, and other items for sale at the Performance. ARTIST will retain all proceeds from such sales.
13. Promotion: Wiregrass shall be entitled to advertise and promote the appearance of ARTIST at the Performance. ARTIST acknowledges that Wiregrass will rely on the terms in all such promotions and advertising and in the brochures to be printed. ARTIST hereby acknowledges and agrees that Wiregrass may use ARTIST's name, photograph, likeness, and any other promotional materials in all such promotions, advertising or other activities used to increase attendance at the Performance.
14. Unloading/Loading: Wiregrass shall provide space for vehicles in a location of close proximity to and with access to the staging area where Performance will take place on the date(s) of Performance. This space will be reserved for ARTIST for a period of up to (2) hours prior to the Performance and ending (1) hour following the Performance. **Wiregrass may only use this space for active unloading/loading and must park in a regular parking space immediately after unloading.**
15. Expenses: At its sole expense, Wiregrass shall furnish any staging area and power for the Performance. **ARTIST shall provide any microphones, instruments, speakers, supporting musicians or other special needs, material, equipment or other resources necessary for the Performance at ARTIST'S sole expense. ARTIST is solely responsible for any travel or other costs or expenses incurred by ARTIST in connection with the Performance and any related Services provided hereunder.**
16. Authority to Execute: ARTIST hereby warrants and represents that s/he has the full power and authority to bind ARTIST.

17. Indemnity for Wiregrass and PROPERTY MANAGER: ARTIST shall defend, pay, indemnify and hold free and harmless Wiregrass and PROPERTY MANAGER, and each of their respective successors and assigns, affiliates, subsidiaries, parent companies, directors, officers, shareholders, members, agents, employees and guests from and against any and all claims, liabilities, losses, expenses (including attorney's fees and costs), demands, fines, suits, actions, proceedings, orders, decrees of any nature whatsoever and from and against any and all costs in connection with loss of life, bodily or personal injury, or property damage arising out of, from, on account of, or in any way related to any occurrence upon or at **The Shops at Wiregrass** in any way related to the ARTIST Performance hereunder, or its Manager, agent's, licensee's, employee's, or contractor's or the act of omission of the same as it relates in any way to activity conducted at **The Shops at Wiregrass**. In the event that ARTIST is composed of more than one individual or, the Performance includes or uses the services of any individual that is not ARTIST, then on the date hereof, ARTIST shall deliver to Wiregrass a hold harmless agreement in favor of Wiregrass in the form determined by Wiregrass from each such individual (or if such individual is a minor then such individual's parent or legal guardian).
18. Cancellation. Wiregrass shall give no less than fourteen (14) days' notice to ARTIST of cancellation of Performance or Wiregrass shall pay to ARTIST, as liquidated damages, the fee of **\$N/A** (excepting conditions of Section 8). ARTIST agrees that Wiregrass's sole and exclusive liability with respect to any cancellation on less than fourteen (14) days shall be payment of the foregoing fee, and ARTIST hereby waives any other claim with respect thereto.
19. Assignment. This AGREEMENT is a contract for Services to be provided by ARTIST for the benefit of Wiregrass. The rights hereunder may not be assigned, nor the duties delegated, by ARTIST to any third party without the prior written consent of Wiregrass. Wiregrass may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties hereto and their respective successors and assigns.
20. Authority: Each individual signing this AGREEMENT on behalf of a party warrants and represents to the other party that he has the authority to execute this AGREEMENT on such party's behalf and to bind such party to the terms hereof.
21. LAW: This AGREEMENT shall be governed by the laws of the State of Florida and by the laws of the United States, excluding their conflicts of law principles.
22. Any dispute or legal proceeding regarding the AGREEMENT shall take place only in the courts located in or governing the county of **Pasco, in the State of Florida**. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts located in or governing Pasco County, FL and waive the defense of inconvenient forum to the

maintenance of any action or proceeding in such venue.

23. No Interpretation Against Drafter. Each party recognizes that this AGREEMENT is a legally binding contract and acknowledges that they have had the opportunity to consult with legal counsel of choice. In any construction of the terms of this AGREEMENT, the same shall not be construed against either party on the basis of that party being the drafter of such terms. ARTIST agrees and acknowledges that they have read and understands this AGREEMENT, is entering into it freely and voluntarily, and has been advised to seek counsel prior to entering into this AGREEMENT and has ample opportunity to do so. If any term or provision of this AGREEMENT is invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement.
24. Independent Relationship. ARTIST is an independent contractor of Wiregrass, and this Agreement shall not be construed to create any association, partnership, joint venture, employment or agency relationship between ARTIST and Wiregrass for any purpose. ARTIST has no authority (and shall not hold themselves out as having authority) to bind the Wiregrass and shall not make any agreements or representations on Wiregrass's behalf without the Wiregrass's prior written consent. Without limiting the foregoing, ARTIST will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by Wiregrass to its employees, and Wiregrass will not be responsible for withholding or paying any income, payroll, social security, or any other federal, state or local taxes, making any insurance contributions (including for unemployment or disability), or obtaining workers' compensation insurance on ARTIST'S behalf. ARTIST shall be responsible for, and shall indemnify Wiregrass and its affiliates, subsidiaries, parent companies, officers, directors, shareholders, members, employees, guests and agents against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by ARTIST in connection with the Performance or any related Services provided hereunder shall be ARTIST's employees or contractors and ARTIST shall be fully responsible for them and indemnify Wiregrass and its affiliates, subsidiaries, parent companies, officers, directors, shareholders, members, employees, guests and agents against any claims made by or on behalf of any persons employed or engaged by ARTIST.
25. Intentionally Omitted.
26. Miscellaneous. This AGREEMENT sets forth the entire understanding of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements including but not limited to any promises, communications, whether oral or written. This AGREEMENT shall not be amended or modified without the express written consent of Wiregrass and ARTIST. This AGREEMENT may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This AGREEMENT may be executed in counterparts, each of which shall be

deemed an original, but all of which together shall constitute one and the same instrument.

Signature page to follow.

Your signature below will constitute this Performance Agreement as a binding agreement. DATED:

For ARTIST:

Signature

Name/Title

Address

City/State/Zip

Telephone

IF ARTIST IS UNDER THE AGE OF 18, I represent and warrant that (a) I am the parent or legal guardian of the minor named above, and (b) I have the legal right, power, and authority to consent to this Performance Agreement ("Agreement") on behalf of the minor and myself. I have read, and I understand, this entire Agreement. By signing below, I hereby consent to and approve in all respects the terms and conditions of this Agreement and the minor's execution of this Agreement and agree that both the minor and I shall be bound by all of its terms and conditions. I understand that this consent and approval is not revocable. I agree to defend, indemnify, and hold harmless Wiregrass and its affiliates from and against all claims, demands, and actions by third parties resulting from my or the minor's breach or alleged breach of this Agreement.

For Wiregrass:

Signature

Name/Title

Address

City/State/Zip

Telephone

Exhibit "A"

General Terms and Conditions

Performer agrees to abide by all rules, regulations, and policies as outlined in the Holiday Performance Application.

Active Unloading/Loading on the Piazza Avenue traffic circle.

Once unloading is complete, please park in any of the regular mall parking spaces.

