

TranSon Productions

Dear Sir/Madam,

Thank you for your interest in TranSon Production's Artist, Dan Garnett, and his Gospel Music Ministry.

Attached, please find the Concert Performance Agreement for your review. We request at least 30 days lead time to accommodate your event. If the terms are acceptable, please sign the Concert Performance Agreement where indicated and mail to address below:

TranSon Productions
1425 Pulliam Ave.
Worland, WY 82401

Upon receipt of signed Concert Performance Agreement, the artist will also sign the Agreement and return a copy to the Sponsor.

Again, we appreciate your interest. Feel free to contact us if you have any questions, comments or concerns.

Sincerely,

TranSon Productions
307-388-1020
information@transonproductions.com

TranSon Productions

CONCERT PERFORMANCE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, is for the services of the concert event described below between the undersigned ARTIST and the event sponsor who is to responsible for conducting the event listed below (hereinafter referred to as "SPONSOR").

SPONSOR will entitle the Concert as:

Dan Garnett in Concert

SPONSOR desires to engage ARTIST as an independent contractor to provide the concert generally described as "Dan Garnett in Concert" on the following days and the ARTIST agrees to perform said Concert.

_____ day of _____, 20____, Time: _____ Duration: 1 ½ - 2 hours

Location of Concert: The physical location of the Concert is:

Agreement to Perform: ARTIST agrees to provide the Concert in accordance with the terms of this AGREEMENT and any attached addenda or riders.

Price of Performance: This is a Faith Based ministry and as such there is no charge for admission. However, a free-will offering will be taken during the intermission of the concert (about 10 minutes) by the SPONSOR. Checks should be made out to **Dan Garnett** by each attendee who gives by check. All offerings (checks and cash) will be given to the ARTIST immediately following the Performance. These offerings are not tax deductible.

SPONSOR may elect to have the offering channeled through their organization and, in such case, a check shall be made out to **Dan Garnett** for the total amount of checks received, and the check and cash shall be given to the ARTIST immediately following the Performance.

Recording, Reproduction or Transmission of Performance: SPONSOR will use means available to prevent the recording, reproduction or transmission of the Performance without the written permission of the ARTIST or ARTIST's representative.

Excuse of Obligations: SPONSOR and ARTIST shall be excused from their obligations in the event of proven sickness, accident, riot, strike, epidemic, act of God or any other legitimate condition or occurrence beyond their respective control. SPONSOR agrees to prepare and file all tax information required of a person who hires an independent contractor and ARTIST agrees that they have sole responsibility for the payment of any Federal or State taxes arising from the monies paid by SPONSOR to ARTIST.

Indemnify for Copyright Infringement: ARTIST represents and warrants that he is knowledgeable about the copyright laws of the United States as applicable to the Performance. ARTIST shall not perform any copyrighted materials of others during Performance without full compliance with such applicable copyright laws. In the event that the ARTIST breaches this representation, warranty and covenant, ARTIST hereby agrees to INDEMNIFY AND HOLD HARMLESS SPONSOR and its employees, guests and agents from and against all liability, loss, damages, claims, and expenses (including attorney's fees) arising out of said breach.

Independent Contractor: ARTIST acknowledges that he is an independent contractor and not an employee of SPONSOR. ARTIST shall have sole control and direction in the conduct of the Performance.

Merchandising: ARTIST **MAY/MAY NOT (Please Circle One)**, during the Concert, sell any goods, products, merchandise or services (other than the services provided herein) on the grounds of the Performance. All proceeds from the sale of said merchandise is the sole property of the ARTIST.

Promotion: SPONSOR shall be entitled to advertise and promote the appearance of the ARTIST at the Concert. ARTIST acknowledges that SPONSOR will rely on the terms in all such promotions and advertising and in the brochures to be printed. ARTIST hereby acknowledges and agrees that SPONSOR may use ARTIST's name, photograph, likeness, facsimile signature and any other promotional materials in all such promotions, advertising or other activities used to increase attendance at the Concert. Posters and other advertisement material will be provided for download from ARTIST's web site (www.transonproductions.com) free of charge.

In good faith, SPONSOR will endeavor to promote the Concert event to as wide an audience as possible. Some promotional ideas could include a pot-luck dinner and free child care in conjunction with the Concert. Fund Raising endeavors in conjunction with the Performance are prohibited.

Parking: SPONSOR shall provide a parking space for a vehicle in close proximity to and with direct access to the stage area where Performance will take place on the date of Performance. ARTIST will be traveling in a 5th wheel trailer and, if space permits, would like permission to park on the church grounds and have access to 110vac power and water, if available, the day and night of the Performance. **MAY/MAY NOT (Please Circle One)**

Stage: SPONSOR shall furnish the facility, stage, lighting and electrical power (115 VAC, 20 amp service) appropriate for the event. ARTIST will supply, setup and take down his own sound system. Outdoor performances can be accomplished, but a backup facility will be provided by the SPONSOR as required above.

GOVERNING LAW: This AGREEMENT shall be governed by the laws and in the courts of the State of Wyoming and by the laws of the United States, excluding their conflicts of law principles. Any dispute or legal proceeding regarding the AGREEMENT shall take place in the county of Washakie, in the State of Wyoming.

Your signature below will constitute this as a binding agreement.

DATED: _____

For SPONSOR

Signature _____

Name _____

Address _____

City/State/Zip _____

Telephone _____

For ARTIST

Signature _____

Dan Garnett
1425 Pulliam Ave.
Worland, Wyoming 82401
307-388-1020