

MGT Program Provider Agreement

By completing a program application/registration, the Program Provider (Provider) accepts the following Program Provider Agreement offered by MI Green Team L3C (Producer),

As of the date of application/registration and throughout the performance of this Agreement, the parties agree to the following terms regarding the Provider's Program listed in the application/registration and written confirmation(s), in return for promotional and other valuable consideration listed below.

PROGRAM AND SUPPLIES: Provider will provide the accepted program at the Event, location, date and time scheduled by the Producer, that is appropriate for the Event theme and a general audience of all ages. The Provider agrees to also provide: all media, special equipment, supplies, and handouts at its cost; compatible media needed to reproduce music/presentations (DVD, CD, thumb drive); and written authorization for use of third party copyrights, trademarks and other intellectual property.

PAYMENT. No Program fees will be paid to Provider, except as approved in writing by Producer. In that case, Producer will pay Provider any agreed fee amount by check, including any deposit at the time of acceptance of the payment amount, and the balance immediately upon successful completion of the program.

EXPENSES. Producer will reimburse Provider for only those travel, supplies and other expenses approved in writing in advance. For out-of-town travel, Provider will arrange and pay for accommodations with a local host or hotel.

CANCELLATION. Provider agrees to provide at least one month's notice of cancellation to allow Producer to withdraw promotion and reschedule its program. For later dates, both Producer and Provider agree to cancel this Agreement with cause only at the earliest possible opportunity. In the event of later cancellation without cause, the offending party will return any deposit payments and also pay liquidated damages in the amount of the the Program fee or \$100, whichever is greater, such payments are reasonable in light of anticipated harm caused by the cancellation and the difficulties of proving the actual damages of late cancellation.

FORCE MAJEURE. Neither Provider nor Producer will be liable for failure to appear or perform its obligations under this agreement in the event that such failure is caused solely by weather, strike, or any other unavoidable cause beyond the control of Provider and Producer.

SICKNESS AND ACCIDENTS. Provider's agreement to perform is subject to proven detention by sickness or accident. In the event of such non-performance, the deposit payment and expense reimbursements advanced to the Provider will be returned promptly.

PRODUCTION. Producer will be responsible for all matters pertaining to the production of the scheduled engagement, including but not limited to venue rentals, ticket sales, security, and media advertising.

PROMOTION. Both parties agree to aggressively promote the scheduled Program and to use their best efforts to leverage their social media, marketing and publicity resources. Provider agrees that Producer may use Provider's published or provided names, pictures, photographs, recordings, and other likenesses in connection with advertising and publicizing the engagement, without further approval of Provider.

TICKETS AND REFERRAL FEES. Provider understands that public admission is by ticket for many events, and that referral fees may be available to the Provider for its advance sales referrals at some Events. For those Events, the Producer will pay the Provider the agreed referral fee on each ticket sale generated solely through the Provider's promotions. These sales are those that include a predetermined term in the Referral Code entry of the ticket purchase form. A report of referred sales and check payment for total referral fees will be provided to Provider within one week of the Event.

COMPLIMENTARY TICKETS. Producer will allow 1 guest per Provider's act and crew members, with a maximum of 5 tickets or passes. The Provider will provide names of persons or guests for the Guest List, who will receive admission to the Event and backstage/dressing room passes, if provided.

SALE OF MERCHANDISE. Producer will provide a table and chairs, or other appropriate accommodations, for Provider's merchandise sales. Producer will not share in the proceeds or profits of these sales. Provider will conduct on-stage commercial promotions briefly and only at the end of the Program.

VIDEO AND AUDIO TAPING. Producer will not professionally record, broadcast or digitally stream Provider's performance in any manner whatsoever, without prior express written consent from Provider, and will make reasonable efforts to not permit any person to do so, except for recording used in future promotions of the Event. Provider and/or his designees will have the right to record the performance and to use the recordings as Provider sees fit. Producer will have no interest or rights of any kind whatsoever in or to any such recordings of Provider's performance during this engagement.

TECHNICAL SERVICES. Sound equipment, lighting, and stage logistics will be provided and managed exclusively by Producer, except when additional sound equipment is required by Provider and approved in writing by Producer. Set up, operation, and interface of any Provider-supplied equipment, as well as liability for loss or damage caused by its use, is the sole responsibility of the Provider. No payment for equipment or technical services will be provided, except under separate agreement. Sound levels will be carefully monitored and exclusively controlled by Producer, to properly balance program and other activities at the event.

DRESSING ROOM AND HOSPITALITY. When space is available, Producer will provide a safe, clean dressing room near the stage. Producer will provide a \$15 food/drink voucher for each Provider, crew member, and guest (1 per Provider), up to 5 in total.

SECURITY. Producer will provide security, as mandated by local authorities and the venue, to provide for safety of the audience and the Provider. Producer will make reasonable efforts so that no unauthorized persons will have access to the dressing room and backstage. The Provider will provide names of persons or guests authorized for these areas. However, Provider will be responsible for safekeeping of valuables and monitoring its equipment, and for any theft or damage to its property while located at the Event venue.

DANGEROUS DEVICES. No pyrotechnic or other potentially-dangerous devices will be used without the prior express written consent of both Provider and Producer. Any such device will be subject to applicable laws and will be administered by a person with relevant professional experience. Producer will be responsible for obtaining any applicable permits.

INDEPENDENT CONTRACTORS. Provider acknowledges that it is an independent contractor and not an employee of the Producer and will be responsible for all taxes. Producer will control the times and logistics of the performance, and Provider will control the manner and details of such performance, in accordance with its approved Program description.

INSURANCE. Producer will obtain and maintain, as required by the venue or local authorities, adequate personal injury and property damage liability insurance coverage. In that event, such coverage will extend to all activities related to Provider's performance at the Event, including time of set up and take down. Except for claims arising from the other party's willful, grossly negligent or intentional acts, both Parties will indemnify the other for any third party claims.

GENERAL TERMS. This agreement cannot be assigned or transferred. It constitutes the entire agreement between the parties. No modification will be enforceable except in writing and signed by the parties. This agreement will be governed by the laws of the state of Michigan. In the event any dispute arising under this agreement results in litigation, arbitration, or mediation, such action or proceeding will be brought within the state or federal courts of Oakland County. If any provision of this Agreement or the application thereof is held invalid, the invalidity will not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are declared to be severable. This Agreement is executed by the authorized representative of each party, who are not personally liable under this Agreement.