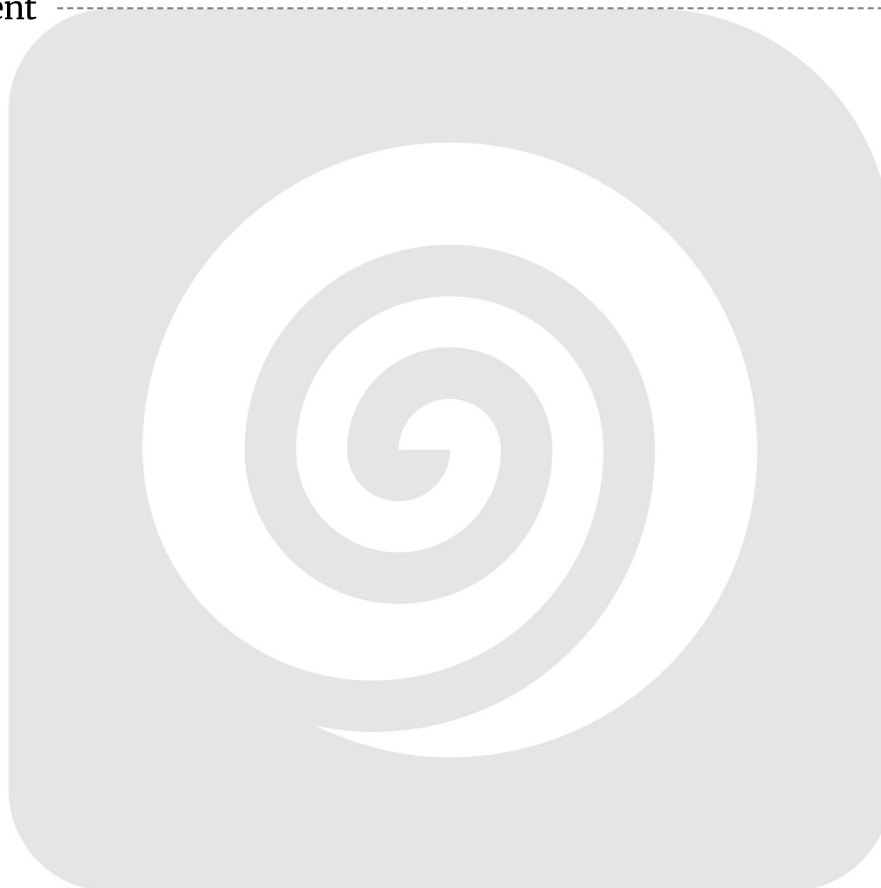


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Introduction and Parties

Introduction

This Concert Performance Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, a company organized under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("Performer"), and Acme, Inc ("ACME-1"), a business entity organized under the laws of the United States, with its registered address at 3751 Illinois Avenue, Wilsonville, Oregon, 97070.

ACME-1 desires to engage Performer to perform at its corporate anniversary celebration to be held on August 12, 2024, at the Acme Inc. Headquarters Auditorium. Performer wishes to provide such services, subject to the terms and conditions set forth in this Agreement.

Parties

Performer

DocuPal Demo, LLC, a United States company, will provide the musical performance services as outlined in this agreement.

Client

Acme, Inc (ACME-1), a United States business, is contracting the performance for its corporate anniversary celebration.

Performance Details and Obligations

DocuPal Demo, LLC ("Performer") will perform for Acme, Inc. ("Client") on August 12, 2024. The performance will take place from 7:00 PM to 9:00 PM.



Performance Specifications

The performance will consist of two sets, each lasting 45 minutes. The content performed must be family-friendly. The Performer has full discretion over the specific songs or material within these parameters.

Artist Obligations

The Performer is required to arrive at the performance venue by 5:00 PM on August 12, 2024. This allows two hours for setup and sound check. The Performer is responsible for ensuring all necessary equipment is in good working order before the performance begins. Following the final set, the Performer will give a brief thank you speech to the audience and acknowledge the Client, ACME-1.

Compensation and Payment Terms

Total Fee

The total fee for the concert performance outlined in this Agreement is \$5,000.00 (USD).

Payment Schedule

Payment will be made in two installments:

- **Initial Deposit:** A deposit of \$2,500.00 (USD) is due upon the signing of this Agreement.
- **Final Payment:** The remaining balance of \$2,500.00 (USD) is due immediately upon completion of the performance.

Payment Method

All payments shall be made via [Specify preferred payment method, e.g., wire transfer, check, or electronic transfer]. Payment details for DocuPal Demo, LLC are as follows:

- Bank: [Bank Name]
- Account Number: [Account Number]
- Routing Number: [Routing Number]



- Swift Code: [Swift Code, if applicable]

Cancellation and Refund Policy

In the event of cancellation by ACME-1:

- If ACME-1 cancels this agreement sixty (60) days or more prior to the scheduled performance date, DocuPal Demo, LLC will provide a full refund of the initial deposit.

In the event of cancellation by DocuPal Demo, LLC:

- If DocuPal Demo, LLC cancels this agreement, without valid cause of *force majeure*, DocuPal Demo, LLC will refund all payments received from ACME-1. *Force majeure* includes, but is not limited to, acts of God, war, government regulation, disaster, strikes, civil disorder, or curtailment of transportation facilities making it impossible for DocuPal Demo, LLC to fulfill its obligations.

Technical and Hospitality Rider

This rider outlines the technical and hospitality requirements necessary for the performance on August 12, 2024. ACME-1 will provide all items listed below.

Technical Requirements

ACME-1 will supply a professional-grade sound system suitable for the venue and audience size. This includes appropriate amplification, mixing console, and front-of-house speakers. Docupal Demo, LLC requires a minimum of three (3) high-quality microphones with stands. Stage lighting must include general wash lighting, as well as spotlights for highlighting performers. A dedicated stage area, properly sized for the performance, is also required. Soundcheck is scheduled for 4:00 PM on August 12, 2024.

Hospitality Requirements

Docupal Demo, LLC requires access to a clean and private green room. This room will be available from 3:00 PM on August 12, 2024, and throughout the performance. Refreshments to be provided include bottled water, soft drinks, and light snacks.



Cancellation and Postponement Policy

Cancellation

Either DocuPal Demo, LLC, or ACME-1 may cancel this Agreement. Cancellation is allowed in the event of force majeure. The party canceling must provide written notice. This notice must be given at least 30 days before the scheduled performance date.

Cancellation Penalties

If DocuPal Demo, LLC cancels this agreement for reasons other than force majeure, DocuPal Demo, LLC will pay ACME-1 a cancellation fee. The fee will be 20% of the total performance fee, as outlined in the Payment Terms section.

Intellectual Property Rights

Ownership of Recordings

Acme, Inc. will own all rights, title, and interest in and to any audio or video recordings of the performance. This includes any live broadcasts of the performance. DocuPal Demo, LLC will not have ownership of these recordings.

Promotional Use

DocuPal Demo, LLC grants Acme, Inc. permission to use excerpts of the performance for promotional purposes. This includes, but is not limited to, advertising, marketing, and publicity materials. Acme, Inc. may use these excerpts in any media format.

Copyright Protection

Standard copyright laws protect the performance and related materials. All applicable copyright laws and regulations will govern the protection of these rights.



Liability and Insurance

DocuPal Demo, LLC will maintain its own liability insurance coverage for the performance. Acme, Inc. will maintain general event insurance to cover the event.

Liability

Each party is responsible and liable for any damages or injuries caused by its own actions or the actions of its employees or agents. Neither party assumes liability for the other's damages or injuries.

Indemnification

Each party agrees to indemnify and hold harmless the other party, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to its breach of this Agreement or its negligence or willful misconduct. This indemnification clause will survive the termination of this Agreement.

Force Majeure

Definition

Neither DocuPal Demo, LLC nor ACME-1 will be liable for any failure to perform their obligations under this Agreement when the failure results from, or is attributed to, acts of God, war, or government regulations. These events are considered Force Majeure Events.

Effect on Obligations

A party's obligations are suspended during the period of a Force Majeure Event. The affected party must promptly notify the other party of the occurrence of such an event and make reasonable efforts to resume performance as soon as possible.



Confidentiality

Both DocuPal Demo, LLC and ACME-1 agree to keep certain information confidential. This obligation applies both during and after the agreement ends.

Scope of Confidential Information

Confidential information includes financial details related to this agreement. It also covers proprietary business information belonging to either party.

Obligations

Each party must protect the other's confidential information. This means taking reasonable steps to prevent unauthorized disclosure. The receiving party will treat confidential information with the same degree of care as it protects its own similar information.

Dispute Resolution

The parties will try to resolve any dispute relating to this Agreement through good faith negotiations.

Mediation

If a dispute arises, the parties will first attempt to settle it through mediation. They will jointly appoint a mediator. The mediation will be held in Anytown, California, unless both parties agree to a different location.

Arbitration

If mediation does not resolve the dispute, it will be settled by binding arbitration. The arbitration will be conducted under the rules of the American Arbitration Association. The decision of the arbitrator will be final and can be enforced in any court with jurisdiction. The arbitration will take place in Anytown, California, unless both parties agree otherwise.



Contract Termination

This agreement will terminate automatically upon completion of the performance by DocuPal Demo, LLC.

Early Termination

ACME-1 may terminate this agreement prior to the completion of the performance. Should DocuPal Demo, LLC fail to fulfill its obligations, ACME-1 retains the right to terminate the agreement.

Consequences of Early Termination by DocuPal Demo, LLC

If DocuPal Demo, LLC terminates this agreement before the performance without due cause, DocuPal Demo, LLC will forfeit the deposit amount. ACME-1 reserves the right to pursue legal action to recover additional damages resulting from the early termination.

Miscellaneous Provisions

Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

Amendment

This Agreement may be amended or modified only by a written instrument signed by both Docupal Demo, LLC and ACME-1.

Notices

All notices and other communications under this Agreement must be in writing. Notices will be considered duly given when sent by email or certified mail to the addresses listed in this Agreement.



Assignment

Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party. This agreement will bind and benefit the parties, their successors, and permitted assigns.

