

NORTH STAR MOHICAN CASINO RESORT ENTERTAINMENT CONTRACT

THIS CONTRACT is by and between the **Stockbridge-Munsee Community d.b.a. Mohican North Star Gaming and Resort** (“Casino”) and _____
d.b.a. _____ (“Artist”).

The Casino hereby engages the services of the Artist as an independent contractor and the Artist hereby agrees to furnish the entertainment musical performance hereinafter described, upon all the terms and conditions herein set forth.

1. Time and Date of Engagement(s):

• _____

2. Place of Engagement: The Groove Lounge at the North Star Mohican Casino. The parties understand that this venue is not a contained space that can be completely closed to the public.
3. Type of Engagement: Artist shall provide a musical performance. Casino holds applicable music licenses for live performances at its facility. Casino is not responsible for music, not original to the Artist, which is not included in its various licensing agreements. Artist shall be responsible for obtaining all required music licenses for this performance and shall comply with all applicable laws and regulations that are not in conformity with the current Casino licensure.
4. Compensation Agreed Upon (amount and terms): Casino shall pay Artist for the engagement(s) a total sum of _____ **Dollars (\$_____)**. All payments shall be by Casino check. Checks in the amount of \$5,000 or less may be cashed at Casino with proper identification.
5. The Artist shall have no cancellation privileges other than reason of force majeure.
6. The Casino shall be responsible for applicable taxes related to the production of this show, but shall not be liable for payment of income taxes normally due and owing by Artist.
7. Casino's contact person is Samuel Dommer, Entertainment Coordinator, at (800) 952-0195 extension 2536.
8. Casino will provide certain production elements of the event within the limits of the facility such as basic lighting system functions in the Groove Lounge. Any additional specialized lighting requirements are at Artists' discretion and expense within reason and limitation of venue space. Casino prohibits all use of pyrotechnic displays and/or devices at this engagement.
9. Artist shall provide their own production of sound reinforcement, to include all mixing consoles, front of house (FOH) speaker systems, fold back monitoring reinforcement, as well as the full assortment of audio components and accessories including such items as microphones, stands, cables, direct boxes, etc.
10. Artist shall limit the sound levels to be appropriate in the performance space and must at minimum be limited to a maximum of 100 decibels at all times.
11. Casino shall provide adequate staging, but the size is limited due to the nature of the space.
12. Casino will provide _____ (____) rooms per night performing and tax (incidentals on own) at on-site hotel or off-site hotel, depending on room availability.

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13. Artist will receive _____ (___) meal tickets per engagement performing to Casino's restaurant or a meal buyout of \$15.00 per person. Deli trays and fruit trays may also be provided. Unlimited soda (Pepsi® products) and coffee will be available. NO alcohol is provided free. Any other changes from requested hospitality will be determined in advance with Artist's representative.
14. Casino does not currently have dressing rooms at its facility, so hotel rooms or buses should be used. However, Casino may be able to make arrangements so that an on-site area is available for Artist's use, upon prior request.
15. Casino shall have a reasonable right to cure any defaults identified by Artist prior to termination of the contract by Artist.
16. Security guards are dedicated for performances. Casino will meet Artist's security needs as much as possible, within the limits of providing all necessary security for the facility.
17. Artist recognizes that there are surveillance cameras in the stage area as a part of Casino's security system.
18. The Artist indemnifies the Casino in relation to its performance under this contract. Any indemnification or limitation of liability provided by Casino shall not extend to willful misconduct or negligent acts or omissions by Artist.
19. Artist authorizes Casino the option to record 10-15 minutes of footage from this engagement with a digital video recorder. The parties agree that such footage may be used for articles in the tribal newspaper or as a part of advertising materials for Casino.
20. The parties agree that they do not waive procedural and other defenses that they have available.
21. Artist understands and agrees that Casino may create a hyperlink between its website and Artist's website. Casino further requests Artist to create a hyperlink to Casino's website (<http://www.mohicannorthstar.com>), if possible.
22. The parties agree that they have entered into and execute this contract as the entire agreement, that it supersedes all earlier oral and written agreements, and that this contract cannot be amended or modified in any manner except in writing signed by both parties.
23. Neither party may assign this contract without the express written consent of the other party.
24. This contract shall be construed in accordance with and governed by the laws of the Stockbridge-Munsee Community, and in the absence of tribal law on point, by the laws of the State of Wisconsin. Any disputes arising under this contract shall be resolved in Stockbridge-Munsee Tribal Court.
25. The parties agree the contract documents may be executed and delivered by facsimile and the facsimile signatures shall have the same effect as an original executed document.

ARTIST:

CASINO:

BY: _____
Name for *Band*

BY: _____
Michael Bonakdar, General Manager

DATE: _____

DATE: _____