

## **BDE Performer Agreement Summary**

For your convenience, following is a brief plain-English guide to some of the important terms of the agreement that all BDE Performers are required to sign before performing with BD Entertainment. Please carefully read your agreement in its entirety, as this is NOT a complete summary. BDE agreements are typical of professional music industry agreements, but please consult an attorney if you have any questions.

### **SECTION 1. ENGAGEMENT OF SERVICES**

- (a) The Agreement runs for one year, unless terminated earlier.
- (b) BDE may offer you an opportunity to perform via a Performance Assignment. You agree to render your services faithfully, professionally, industriously and to the best of your ability.
- (c) You agree not to be under the influence or have drugs or alcohol at any performance, meeting or rehearsal. You must sign a Medical Release prior to participation. Your Services are non-exclusive. BDE has no obligation to actually use you in performances etc.
- (d) You or BDE may terminate the Agreement on 14 days written notice. BDE can terminate this Agreement immediately at any time for the reasons specified in this clause.

### **SECTION 2. COMPENSATION**

- (a) BDE will pay you a Performance Fee and pre-approved expenses for each Performance.
- (b) You have no right to hire any person, nor rent or buy anything for BDE, without our prior written consent.

### **SECTION 3. OWNERSHIP OF WORK PRODUCT**

- (a) BDE can make video and/or audio recordings of your performance or rehearsal sell these Recordings without any further compensation to you.
- (b) Your services are rendered as a "work-for-hire," and BDE is the copyright owner of anything you write, compose or perform for BDE.
- (c) If your work is held not to be a "work-for-hire," you permanently assign the rights to BDE. Please consult an attorney if you have any questions about this Section 3.

### **SECTION 4. PUBLICITY RIGHTS**

- (a) BDE can use your name, likeness, voice and bio in connection with the exploitation of the "Work Product" (recordings etc.) and promotion and advertising for BDE and its products, forever. This use will NOT be an endorsement third party products or services without your consent.

(b) You have no right to represent BDE in interviews etc., without our prior consent. You must direct interview or booking requests to BDE.

## SECTION 5. CONFLICT OF INTEREST

During the Term and for 2 years after, you cannot, (i) solicit or accept business from, provide musical or visual services, or perform services offered by BDE for any BDE clients; (ii) interfere with the BDE business; and (iii) induce anyone to terminate a contract or other relationship with BDE.

## SECTION 6. CONFIDENTIAL INFORMATION

Read this Section carefully.

Among other things, BDE client lists and other information you may get while you are with BDE is BDE's protected proprietary business information. As only one example, you cannot use our client lists and contacts.

(b) These are standard exceptions for confidential information.

## SECTION 7. INDEPENDENT CONTRACTORS.

You are an independent contractor, not an employee.

## SECTION 8. REPRESENTATIONS AND WARRANTIES

Please read these carefully, and consult an attorney if you have any questions.

## SECTION 9. MISCELLANEOUS

(a) The Agreement is governed by California law.

(b) You cannot assign this Agreement without the prior written consent of BDE. BDE may freely assign this Agreement.

(c) A few general provisions you should read carefully.

(d) A remedy provision you should read carefully.

(e) Standard notice provision.

(f) These listed provision survive termination or expiration of the agreement