

## **INDEPENDENT CONTRACTOR PERFORMER AGREEMENT**

Thank you for joining Centerfold Strips as an independent contractor/performer. By signing below: you agree to perform at the events/gigs that you commit to in your capacity as an independent contractor for tax purposes; you acknowledge that neither Centerfold Strips, Three M's LLC, its agents, owners, employees, parent companies and/or subsidiaries (hereinafter collectively referred to as "we" "Agent" "us") are not your employer; you understand that it is your obligation to track and report any income you earn from your work; all tax liabilities and obligations you incur from income you earn from your work are your sole obligation; we do not and will not bind any policy of insurance that covers you for any injury to person or property, loss of work, business interruption, or general liability, or otherwise. You agree to abide with all penal and civil laws of the federal, state, and local municipalities that you conduct your performance in.

As Agent our sole obligation to you is to provide you with events/gigs that our customers pay us to book. We will provide you with the date, time, address, phone number, contact name, and nature of the event and/or performance. You are under no obligation to accept a performance. But once you agree to perform it is your obligation to perform. We do not provide you or others with transportation or any other form of assistance related to your work, and we are not responsible for any payment, reimbursement or offset that you may incur in the furtherance of, or in the performance of your work. All compensation that you receive during the event/gig is your earned income for your work and you are not required to report to, or share, any of that income with the Agent. We offer no guaranty of payment or compensation from the event/gig hosts for the events that we serve as Agent, and for which you provide performance services.

The Performer agrees to indemnify the Agent against, and hold the Agent harmless, from: (a) any liability, damages, costs and expenses (including reasonable attorneys' fees) sustained or incurred for injury to yourself and others who perform or assist you in your work in any way, as well as, to any third person or property in and about, and in any way connected to your work, resulting from any cause whatsoever; (b) any claims for breach of contract for your failure to appear, attend, perform, your contracted for services/work at the time, place, duration, and/or manner, provided by the Agent, or by the host; (c) any liability, damages, penalties, costs and expenses, statutory, or otherwise, incurred as the result of any government enforcement or action arising out of your work. We are not responsible to you for any cancellation or re-scheduling of any performance that we booked and that you were contracted to perform. We make no warranty or representation about the character, demeanor, behavior, and conduct of the host(s), patrons, audience, attendees, or otherwise for the events/gigs we book and the engagements which you elect to perform at, and we are not responsible for same. We make no warranty or representation about the suitability, character, nature, fitness, or safety, of the event/gig space premises, where you will be performing, and we are not responsible for same.

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Should legal action be necessary to enforce or interpret any of the provisions of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs incurred therein. This Agreement contains the entire understanding between the parties and supersedes any prior understandings, promises and agreements between them regarding the subject matter herein. The provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their, heirs, executors, administrators, successors, and assigns. All notices and other communications required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or seventy-two (72) hours after being mailed, registered or certified mail, return receipt requested, postage prepaid, or via Federal Express to such addresses as either of the parties hereto may from time to time in writing designate to the other party hereto. Any notice to Agent shall be made to Centerfold Strips, Three M's LLC. Any notice to Performer shall be made to the address provided on the Performer Compliance Form 18 USC § 2257. If Any provision of this Agreement which may be prohibited by law or otherwise held invalid shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective any or all of the remaining provisions of this Agreement.

**Acknowledgement of this document shall be deemed original for the purposes of this Agreement.**