



Contract:	___/___/___
Received Deposit: \$	_____
Date:	___/___/___

Agreement made this date, Wednesday, December 3, 2014, by and between (herinafter referred to as Artist) and WBCA (herinafter referred to as Purchaser). It is understood and mutually agreed that the Puchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

CONTRACT #: 140790

ARTIST(S): Jonathan Tyler 100% FESTIVAL BILLING

VENUE: El Metro Park & Ride 1819 E. Hillside Rd., Laredo, TX 78041
 Phone: 956-722-0589 Fax: Producti Mike Liendo Pho (956) 434- 9661

DATE(S): Sat. February 21, 2015

Artist to Perform one (1) set, approximately 90 minutes in length.

TICKETS:	Quantity	Grs Price	Cmp/Kls	Deduct	Net Price	Discrptn	No. Days/Shws:	1 / 1
	@	\$30.00			\$30.00	Two Day	Load In:	Per Advance
							Snd Chck:	Per Advance
							Doors Open:	5:00 PM
							Showtime(s):	5:00 PM
							Onstage:	9:30 PM
	GP: \$0.00		Capacities			Merchandising	Ages:	All
	Tax:		Per Show:			Artist sell: 100/0 %	Curfew:	TBD
	Net: \$0.00		Total tkts: 0			Build sell:		
	Scaling Notes:	Outdoor Covered Stage						

TERMS: \$5,000.00 Flat Guarantee

Flat.
 Artist to use in-house Sound and Lights

ADDITIONAL PROVISIONS: Failure to present the engagement shall not relieve the Purchaser of the obligation to pay the guarantee in full. Purchaser shall provide and pay for, as per Artist's specifications, any and all rider requirements.

OTHER ACT[S]: The Bright Light Social/ Guerra DJ / Girl in a Coma

PAYMENTS: \$2,500.00 US deposit made payable to APA, Inc. by cashier's check or bank wire only due by: January 21, 2014
 The balance of the guarantee shall be paid to Artist or Artist's representative prior to the performance via cash, certified/cashier's check or money order and not later than the scheduled performance date if Purchaser fails to present the engagement.

Agency for the Performing Arts, Inc Bank Wire Information Union Bank of California ABA#: 122 000 496 Account#: 4780064698 9460 Wilshire Blvd., Beverly Hills, CA 90212

It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither APA, Inc. nor its officers nor its employees are parties to this contract in any capacity and that neither APA, Inc. nor its officers nor its employees are liable for the performance breach of any provisions contained herein.

Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute a part of this agreement. and shall be signed by all parties to this contract..

This contract and its attachments may be executed and exchanged electronically or by fax.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

WBCA
 Anselmo Castro Jr.

X

 c/o C/O APA, Inc. 405 S. Beverly Drive
 Beverly Hills, CA 90212
 310-888-4200 Fax: 310-888-4242
 BOOKING AGENT: Pete Anderson

X

 c/o publicity@wbcalaredo.org 1819 E. Hillside Rd.
 Laredo, TX. 78041
 956-286-9222 Fax: 956-722-5528
 CONTACT : Nino Cardenas

Jonathan Tyler – Contract Rider

To advance please contact Jonathan at
310-926-4983 or jonathan@jtnlband.com

TECHNICAL

Minimum Sound Requirements

FOH:

24+ Channel Sound Console
Per room, Dual 18" subs, and sufficient tops
Enough power for a clean head room
4 channels of gates
8 channels of compression
Stereo 31 band EQ (preferably analog)
2 stereo effects processors
1 DI for Bass Cabinet (preferably an Active DI)

Monitor World (even if from foh):

MINIMUM 5 mixes
for larger venues, 2 side fill mixes with subs
2 wedges for the front 3 mixes each
1 wedge for BGV
1 wedge for Bass
Drum Sub and wedge

**note: When headlining, the band will NOT be striking their gear. Openers will be required to share gear (per approval) or set up around the band's equipment in the space allotted.*

Microphone Preference:

Kick- Audix D6, Sennheiser 602/902
Snare- SM or beta 57
Toms- Sennheiser 604/904, Shure Beta 98, EV ND468,
Bass Cab mic- Sennheiser 421, Beyer M88, Shure beta 56/57
Guitars- SM 57, Sennheiser 609/906

Vocals:

Jonathan (center)- Shure Beta 57
Brandon (SR)- Shure SM58
Mo- (SL)- Sennheiser 935, Shure SM58
Jordan (drum)- Shure Beta 5

HOSPITALITY

Purchaser to provide the following items, to be available upon arrival in a green room with enough comfortable seating for 8-10 people:

- Two (2) cases of water
- Two (2) cases of beer
- One (1) 750ml bottle of Jack Daniels
- Ten (10) clean hand towels (PLEASE no bar towels)
- A fruit/cheese/deli tray
- Dinner buyout per advance

If Purchaser is to provide hotel rooms (see “Terms” section of contract face), reservations should be made for three (3) hotel rooms with two (2) double beds.

***Day of show balance checks should be made out to Jonathan Tyler Music, LLC**

ACCEPTED AND AGREED TO:

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PURCHASER

ARTIST



110V

Jordan Cain
Drums/BGV



110V

DI



Chase McGillis
Bass



Stereo Amp A

Stereo Amp B

Kansas
Guitar
BGV



Jonathan Tyler
Lead Vocal
Guitar/Harmonica

110V



Emotion Brown
BGV
Tamborine



4 piece drum set
8x10 bass cab w/ SVT head
Sans Amp Direct Box Bass
4 vocal mics (1 for Drummer)
Stereo Guitar Amps (center)
1 Stage Left guitar amp



STANDARD TERMS AND CONDITIONS

PRODUCTION CONTROLS: Artist shall have sole and exclusive creative control over the production, presentation and performance of Artist's engagement hereunder and any changes thereto. Purchaser agrees to comply promptly with the directions of Artist or Artist's representative concerning stage settings for Artist's engagement hereunder.

ARTIST'S COMPENSATION: If payment to Artist is based in whole or in part on receipts from Artist's engagement hereunder, Purchaser shall first apply any and all receipts derived from Artist's engagement toward the payments required to be made by Purchaser hereunder. Purchaser agrees to provide Artist or Artist's representative with a certified statement of the gross receipts of Artist's engagement within two (2) hours following Artist's engagement. Artist may have a representative present at the box office who shall have access to Purchaser's box office records relating to Artist's engagement. Artist's compensation shall be paid to Artist without any deductions for taxes, fees, levies or union dues whatsoever, all of which shall be the sole responsibility of Purchaser.

BALANCE OF GUARANTEE: The balance of the Guarantee shall be paid to Artist via bank wire no later than the scheduled engagement date if Purchaser fails to present the engagement.

OVERAGES: All overage monies owed to Artist shall be paid to Artist immediately following Artist's performance by cash or cashier's check only.

ROYALTIES: Purchaser will be responsible for the payment of all music royalties in connection with Artist's engagement hereunder.

WORK PERMITS AND VISAS: Purchaser shall be solely responsible for procuring and paying for, at no cost to Artist, all work permits and visas required for the engagement. Failure to procure such work permits and visas or provide necessary documentation to obtain them will be deemed a material breach of this Agreement, and Artist (i) will be relieved of any further obligations Artist may have pursuant to this Agreement; (ii) shall have the right to retain all monies previously paid by Purchaser; and (iii) shall be entitled to exercise all rights and remedies otherwise available to Artist at law, in equity or otherwise as if Artist has fully performed all obligations under this Agreement. Artist agrees to provide all personal information reasonably required in order to enable Purchaser to procure such work permits and visas.

CONFIDENTIALITY: Purchaser understands and agrees that no information regarding show grosses or attendance will be reported to any third party without the express prior written permission of Artist or Artist's representative. Failure to comply will be treated as a material breach of this Agreement, and Artist reserves all rights and remedies available to Artist at law, in equity or otherwise. Under no circumstance is Purchaser to announce or advertise the engagement without the prior written approval of Artist or Artist's representative.

ARTIST'S RIGHT TO PAYMENT OF GUARANTEE IN ADVANCE: If: (a) Purchaser fails to pay when due any amounts owed Artist hereunder when due; or (b) Purchaser fails to perform any material obligations hereunder, or (c) Artist has good faith reason to believe the Engagement may be cancelled, then Artist shall have the right to request full payment of the Guarantee in advance of the engagement date(s) and Purchaser agrees to remit full payment of the Guarantee to Artist via bank wire promptly upon request.

BILLING: Artist's engagement hereunder shall receive billing in such order, form, size and prominence as directed by Artist or Artist's representative in all advertising and publicity issued by or under the control of Purchaser, including, but not limited to, displays, newspapers, radio and television ads, posters and house boards.

USE OF ARTIST'S NAME AND IMAGE: Purchaser may only use Artist's name and pre-approved voice, photograph, likeness, image or other identification of Artist in connection with Purchaser's advertisements and publicity for Artist's engagement hereunder. Purchaser may not use Artist's name, voice, photograph, likeness, image or other identification of Artist as a direct or implied endorsement of any product or service. There shall be no corporate or product or service name or logo included in any such advertising or publicity without the prior written approval of Artist or Artist's representative obtained in each instance. Notwithstanding the foregoing, the placement, form, content, appearance and all other aspects of Purchaser's use of Artist's name, voice, photograph, likeness, image or other identification of Artist shall at all times be subject to the prior written approval of Artist or Artist's representative.

MERCHANDISING: Artist shall have the exclusive right to sell merchandise in connection with Artist's engagement hereunder, including but not limited to, soft goods (e.g. T-shirts), souvenir programs, photographs, posters, stickers and CDs, on the premises or otherwise, and Purchaser shall have no right to share in the proceeds from the sale of such merchandise.

NO REPRODUCTION PERMITTED: Purchaser will not and will not permit or authorize others (including, but not limited to, venue employees, representatives and contractors) to record, broadcast, photograph or otherwise reproduce in any manner the audio or visual performance by Artist or any part thereof.

STAGE SEATS: It is understood and agreed that no stage seats are to be sold or used without the prior written consent of Artist or Artist's representative.

PROMOTION: Purchaser shall not announce, advertise, promote or sell tickets to Artist's engagement until written authorization has been obtained from Artist or Artist's representative. Purchaser agrees to promote the engagement to the best of Purchaser's ability by print, radio, and website and otherwise. There shall be no promotion or co-promotion with any radio station without the prior written approval of Artist or Artist's representative. Purchaser shall not commit Artist to any interviews, promotional appearances, meet and greets or other promotional activities without the prior written consent of Artist or Artist's representative.

TICKETS: All tickets shall be numbered. No tickets shall be priced at higher than the agreed upon price (exclusive of tax) without the prior written approval of Artist or Artist's representative. If ticket price scaling is varied in any manner, the percentage of compensation payable to Artist shall be based on whichever of the following is more favorable to Artist: (i) the ticket price scaling set for in the underlying Agreement or as otherwise agreed in writing by the parties; or (ii) the actual ticket price. There shall be no dynamic ticket pricing without the prior written approval of Artist or Artist's representative. Any inclusion of Artist's engagement hereunder in a subscription or series offer shall be subject to the prior written consent of Artist or Artist's representative.

INDEMNIFICATION: Purchaser shall defend, indemnify and hold harmless Artist, and any and all employees of Artist and any and all representatives of Artist from and against any and all costs, claims, expenses (including attorneys' fees and court costs), liabilities, damages, losses or judgments arising out of or in connection with, any claim, action or demand sustained as an indirect or direct result of, Artist's engagement hereunder.

INSURANCE: Purchaser shall add Artist and Artist's employees as additional insureds to a commercial general liability insurance policy with limits of liability of Five Million Dollars (\$5,000,000) for each occurrence in the event of death or bodily injury arising from the negligence of Purchaser as promoter and operator of the Venue. In addition, Artist and Artist's employees shall be covered by Purchaser's worker's compensation insurance. Purchaser shall provide evidence of the required insurance coverage prior to Artist's engagement hereunder.

PURCHASER'S DEFAULT/CANCELLATION: If, on or before the date of Artist's engagement, Purchaser fails or refuses to perform any contractual obligations relating to Artist's engagement herein and/or any contractual obligation with any other performer, or if the financial status of Purchaser has been impaired, or in the opinion of Artist or Artist's representative, is unsatisfactory, Artist shall have the right to demand payment of the full Guarantee. If Purchaser fails or refuses to make such payment, then such failure shall be deemed a material breach of this Agreement, and Artist shall have the right, without prejudice to any other rights or remedies, to: (i) immediately terminate this Agreement and cancel Artist's engagement hereunder; (ii) retain all amounts previously paid to Artist by Purchaser; (iii) receive the full Guarantee (or balance thereof) and all out of pocket expenses incurred by Artist in connection with Artist's engagement. For the avoidance of doubt, Purchaser shall remain responsible for all transportation, accommodations and expense reimbursements for Artist and Artist's entourage pursuant to this Agreement.

ARTIST'S CANCELLATION: Purchaser agrees that Artist may cancel Artist's engagement hereunder without liability by giving the Purchaser notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder. Upon termination of this agreement in accordance with this paragraph, Artist shall return to Purchaser any deposit previously received by Artist in connection with the engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this agreement.

FORCE MAJEURE: If, as the result of a Force Majeure Event (as defined below), Artist is unable to, or is prevented from, performing the engagement or any portion thereof, Artist's obligations hereunder will be fully excused, there shall be no claims of any kind for damages or expenses of any kind by Purchaser, and Purchaser shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) Purchaser shall be obligated and liable to Artist for such proportionate amount of the payments provided for herein as may be due hereunder for any performance(s) which Artist may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if Artist is ready, willing and able to perform (but for the occurrence of such Force Majeure Event), Purchaser shall nevertheless pay Artist an amount equal to the full Guarantee plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not Artist is ready, willing and able to perform, Purchaser shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation due Artist and Artist's crew and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean, but shall not be limited to, any one or more of the following acts which makes any performance by Artist contemplated by this Agreement impossible, infeasible or unsafe: acts of God; acts of public enemy; acts or threats of terrorism; insurrections; riots or other forms of civil disorder; embargoes; labor disputes (including, without limitation, strikes, lockouts or boycotts); fires; explosions; floods; shortages of power or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform by Artist, any of Artist's musicians, other performers, crew, representatives or advisors, any of Artist's family members, any of Purchaser's key personnel, or any other person personally known to Artist whose death, disability, illness or injury adversely impacts Artist's ability to perform in connection with the engagement; or other similar or dissimilar causes beyond the control of Artist which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe. For the avoidance of doubt, poor ticket sales shall not be deemed a Force Majeure Event.

INCLEMENT WEATHER: Notwithstanding anything to the contrary contained herein, inclement weather shall not be deemed a Force Majeure Event, and Purchaser shall remain liable for payment to Artist of the full Guarantee plus all other compensation due hereunder if Artist's engagement is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, Purchaser shall remain responsible for all other terms and conditions of this Agreement, including, without limitation, accommodations, transportation and expense reimbursements for Artist and Artist's crew and entourage.

LIMITATION OF LIABILITY: In no event shall Artist (nor any of Artist's agents, representatives, principals, employees, officers, directors and affiliates) be liable to Purchaser for any indirect, incidental, consequential, special, punitive, exemplary or any similar damages, including, without limitation, lost profits, loss of revenues or income, cost of capital or loss of business reputation or opportunity, as to any matter relating to, or arising out of, Artist's engagement hereunder or the transactions contemplated by this Agreement, whether in contract, tort or otherwise.

NOTHING CONTRARY TO LAW: Nothing herein contained shall require the commission of any act contrary to law or contrary to the restrictions of any guild or union having jurisdiction over Artist's engagement hereunder. In the event of any conflict between any provision of this Agreement and any such law or restriction, such law or restriction shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

ENTIRE AGREEMENT: These Standard Terms and Conditions are hereby incorporated into the Agreement and any addendum(s) thereto. In the event of any conflict between these Standard Terms and Conditions and the Artist's rider provided by Artist or Artist's representative attached hereto (if any), Artist's rider shall control. This Agreement shall constitute the entire agreement between the parties hereto concerning the subject matter hereof and may not be modified except by an instrument in writing signed by both parties. This Agreement shall be construed in accordance with the laws of the State of California, and the state and federal courts located in Los Angeles County in the State of California shall have exclusive jurisdiction over any matters pertaining hereto.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed copy of this Agreement by facsimile or electronic delivery shall be deemed a valid and binding original.