



## LOS CHICOS DEL 512 PERFORMANCE CONTRACT

This contract (the "Agreement") is made on this day of **April 7, 2017**, between **City of San Luis** (the "Contractor") and **Los Chicos del 512, The Selena Experience** (the "Band") for the hiring of Band as independent contractors to perform at **the 4<sup>th</sup> of July Event** in San Luis, AZ.

### It is agreed as follows:

1. **The parties** agree that the time and place of Show will be Joe Orduno Park, located on 965 Park Ave, San Luis, AZ 85349 on the 4th day of July, 2017, at a time to be immediately after fireworks.
2. **Los Chicos del 512** is a mind-blowing experience and the closest you can get to live a Selena concert. *Los Chicos del 512* will bring to you the finest Selena tribute that you can possibly imagine. Show will last approximately 90 to 120 minutes during the 4<sup>th</sup> of July city event.
3. **Payment.** Compensation for the Show will be a total of **\$7,000** US dollars, payable to **512 Productions LLC** by **Check or Wire Transfer**. A **50% deposit** of Fee is due no later than 30 days on the signing of this contract. The remaining 50% of Fee is due immediately prior to Band's Show, but may be made earlier.
4. **Lodging.** "Artist" will provide accommodations band members.
5. **Force Majeure.** In the event Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of Band, the 50% deposit of Fee is non-refundable, but no other portion of Fee is due, and the parties may negotiate a substitute Show on the same terms as this Agreement save for the time of Show, with no further deposit of Fee due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.

6. **Band Guest Tickets.** None

7. **Food and Drink.** "Artist" will provide own meals.

8. **Parking.** "Contractor" will secure sufficient parking for Band's large cargo van within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the show and lasting until 1 hour after the show.

9. **Sound Systems Check.** A sound check conducted by Band of Venue's sound system is required, at a time to be mutually arranged between Band and "Contractor"

10. **Security, Health, and Safety.** "Contractor" warrants that Venue will be of sufficient size to safely conduct Show, that Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeable necessary. Operator maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims.

11. **Indemnification.** The Band agrees to indemnify Operator, its officers, agents, representatives, and employees and to release and hold them harmless from and against all liability or loss, and from and against all claims or actions based on or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the entertainment or shows being contracted for herein.

12. **Arbitration settles disputes.** All claims or disputes by either party from or under this Agreement will be submitted to arbitration using the service located at URL resource locator: <http://www.judge.me> (the "Arbitration Service") and according to the rules of that Arbitration Service. Any court that would otherwise have had jurisdiction over the dispute will enforce both settlement by the Arbitration Service and any arbitration award. Parties will be their own costs, save that any fee charged by Arbitration Service to submit the case to Arbitration Service may be recovered from the other party in an arbitration award.

13. **Severability.** If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

14. **Interpretation.** Agreement will be interpreted according to the laws of

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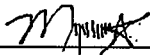
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15. **Riders.** Nothing in Agreement shall prevent any rider from being added to Agreement that is favorable to Band, as judged by Band. All riders must be in writing and signed by the party against whom enforcement is sought. "Artist" will provide Guitar, Bass, Keyboard, Congas, and Timbales.

The below-signed Band Representative warrants s/he has authority to enforceable sign this agreement for Band in its entirety. The below signed Operator's Representative warrants s/he has authority to bind Operator and Venue (above).

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Signature of Band Representative:

DocuSigned by:  
  
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4/10/2017

Band's Representative  
**Mario Hernandez**  
Band Manager 512 Productions  
P.O. Box 11401  
San Luis, AZ 85349

Operator's Representative Signature:

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Operator's Representative  
**Lizandro Galaviz**  
Director of Parks and Recreation  
965 N Park Ave  
P.O. Box 1170  
San Luis, AZ 85349