

LETTER OF AGREEMENT – “RIVER BOTTOM”

An agreement made on the ____ day of _____, 2008 between **JAMBIZ INTERNATIONAL LIMITED** of 5 Central Avenue, Kingston, Jamaica, herein after called the **Producer**, and _____ of _____ herein after called the **Promoter**.

It is hereby agreed as follows:

1. The **Promoter** hereby engages the services of the **Producer** and the cast and crew of the stage production called **RIVER BOTTOM** (hereinafter referred to as the production) for ____ performance(s) as detailed in clause (2) below.
2. The date and venue for the performance is as follows:
3. The **Promoter** hereby agrees to provide return airfare for cast and crew from Kingston to _____, a total of twelve (12) tickets (including 1st class for Oliver Samuels). The actual airline tickets to be received by the **Producer** in Kingston at least **three (3) clear days BEFORE** the date of departure.
4. The **Promoter** shall provide suitable living accommodation – a total of seven rooms (5 double rooms with 2 beds each, & 2 single rooms with a King size bed in each) for the twelve (12) persons for a total of ____ days, and will pay a per diem of US\$30 per person per day for a total of ____ days for 11 persons and US\$50 per day for a total of ____ days for 1 person. The total amount of the per diem amounting to US\$ _____, to be received by the **Producer** upon arrival in the country of the performance.
5. The **Promoter** shall provide ground transportation for the cast and crew to and from the airport, and to and from the places of engagement.
6. The **Promoter** shall have sole responsibility for the acquisition of the set, all props, all furniture, special effects paraphernalia, and other paraphernalia identified by the Producers as being integral to the production. The **Producers** will provide a set design, lighting design and requirements, sound requirements, material listing, props listing, furniture listing, and any other information to assist in the acquisition of all items identified in this clause. The acquisition of all the items listed in this clause is the sole responsibility of the promoter.
7. Set building services can be provided by the **producer** under the following terms and conditions:
 1. Building of set (labour cost) at US\$600
 2. Set up (labour cost - at Venue) at US\$250
 3. Provision of an assistant carpenter to work alongside our carpenter (Assistant carpenter to be paid by Promoter).
 4. Suitable space to build set (available 24 hours per day)

5. Accommodation for set builder – 4 clear days outside of travel days.
6. Per diem of US\$30 per day for set builder
7. Return airfare (economy class)

The **promoter** has the right to get the set built by personnel in Bahamas, in which event a Jambiz representative would come in 2 clear days before the scheduled performance date. The **promoter** would be required to provide accommodation and per diem of US\$30 per day for the Jambiz personnel.

8. The **Promoter** shall take responsibility for freight charges in relation to the transportation of the backdrop and other items (props) being taken in for the show (2 large suitcases). The cost is to be paid by the **Producer** and reimbursed by the **Promoter** upon the arrival of the **Producer** in the country of Performance.
9. The **Promoter** shall have sole responsibility for the acquisition of the requisite **work permit/visa** to facilitate entry of the group to the country of performance, and which allows the group to undertake the engagement. All costs, including police record, airport departure tax, and the costs imposed by the relevant Embassy/Consulate/High Commission in Jamaica, in relation to the acquisition of the work permit/visa to be the sole responsibility of the **Promoter**. This cost to be paid by **Jambiz** in Jamaica and to be reimbursed by the **Promoter** on arrival of the group in the country of performance.
10. The **Producer** will provide to the **Promoter** as soon as possible, promotional material including photos, reviews and general information regarding the play and cast and crew, to be used for promotional purposes. The **Producer** agrees to have the cast and crew of the play and himself available for interviews, etc. provided the schedule of events does NOT jeopardize the timely preparation of the production, and is not deemed to be too hectic for the performers.
11. The fee for the engagement is _____ per performance. A non-refundable deposit equivalent to 50% of the fee amounting to _____ is payable upon the signing of this agreement. The remaining 50% for is payable at least twenty-four (24) hours BEFORE the show.
12. The **Promoters** shall provide a total of six (6) complimentary tickets for each performance, to be used at the sole discretion of the **Producers**. Said tickets to be presented to the **Producers** at least four (4) hours prior to the schedule start time of the performance to which the tickets relate.
13. The **Promoters** shall provide refreshment for the cast and crew at each performance and during the set building process. Refreshment to include an assortment of fruits, fruit juices, and light snacks, and should be attractively laid out in a clean, well appointed area.
14. **VENUE**: The **Producers** reserve the right to refuse to do a performance if the venue is found to be unsuitable for a theatrical performance of merit, and/or lacks the

requisite facilities (adequate lights, sound, dressing rooms, etc). The venue **MUST** be approved by the **Producers** before any contract is executed.

15. **Force Majure:** Should a show(s) be cancelled because of an Act of God or other such occurrence outside the control of either party to this contract, any payment(s) received remains non-refundable. However the parties will meet to determine a mutually agreeable date for a performance at a later date. The terms and conditions for the new date will be the same as the terms and conditions existing in this agreement. If the parties are unable to agree on a new date within three (3) months, the agreement becomes null and void and any payment(s) passing between the parties remains non-refundable.
16. **Cancellation:** The **Promoter** will be deemed liable for 50% of the performance fee if for any reason other than an Act of God, a performance is cancelled within twenty-four (24) hours of the scheduled start time. If the **Producer** or any member of the cast/ crew causes a performance to be cancelled, unless it is deemed outside the control of the Producer/cast/crew, all payments received (advance or otherwise) **MUST** be refunded. **No other liability will be accepted by the Producer/cast/crew.**
17. **Contract Terms to be Exclusive:** This written agreement contains the sole and entire agreement between the parties and supersedes any and all other agreements between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representation including the execution and delivery hereof except such representations as are specifically set forth herein and each of the parties hereto acknowledges that it has relied on its judgement in entering into the same. The parties hereby further acknowledge that any statements or representations that may have heretofore been made either of them to the other are void and of no effect and that neither of them may rely thereon in connection with its dealing with the other.
18. **Waiver or Modification Ineffective Unless in Writing:** No waiver or modification of this agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged with it, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out or affecting this agreement, or the rights and obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provision of this paragraph may not be waived except as herein set forth.
19. **Severability:** If any clause or provision herein shall be judged invalid or unenforceable by a court of law or competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect. Each provision of this agreement shall be enforceable independently of any other provision of this agreement and independent of any other claim or cause of action.

20. **Agreement governed by Law of _____.** This agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with, under, and pursuant to the laws of _____, and any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of _____ shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special may be instituted.

21. **Waiver of Breach:** The failure of either party at any time to require the performance of any of the provisions herein shall in no way affect the respective rights of the parties to enforce the same or shall the waiver by either party of any breach of any provision hereof be construed to be a waiver or modification of the provision of the provision itself.

Dated: _____

For Producer:

For Promoter:

JAMBIZ (INT.) LTD.

Witnessed by: _____

Witnessed by: _____