



P.O BOX 30408 Lincoln NE 68503-0408
402.475.1900 or 877.585.0005
Fax 866-846-9776
ARTIST AGREEMENT

Agreement made this 30 day of MARCH 2009 by and between
HOT CAKES, artist, and TEXAS ASSN OF REALTORS client.

Place of appearance: THE HYATT REGENCY DOWNTOWN DALLAS

Dates of appearance: SEPTEMBER 12TH 2009

Time of appearance: STARTS 9:15PM - 9:30PM - ENDS 11:00PM

Correspondent: RUTH LYONS

Type of presentation:

Terms: \$7,000.00 INCLUSIVE (INCLUDES LIGHTS ,BACKLINE & SOUND) SET-UP TIME 3:30PM - 6:00PM
CLIENT PROVIDES GREEN ROOM, 6 MEALS, 4- 20AMP CIRCUITS & 24" X 16' STAGE

Method of payment:

DEPOSIT OF \$3500.00 IS DUE UPON SIGNING OF ENGAGEMENT PAYABLE TO RICHARD LUTZ AGENCY

BALANCE OF \$3500.00 IS DUE UPON COMPLETION OF ENGAGEMENT PAYABLE TO JIM MAY PRODUCTIONS

There will be no audio or video recording of the program without prior written approval from the artist.

In addition:

- 1. ARTIST acknowledges that (s)he is not an employee of LUTZ AGENCY and is acting as an independent contractor.
2. As an independent contractor ARTIST shall be responsible for all employer obligations including, but not limited to withholding taxes, social security contributions, unemployment insurance, and disability insurance.
3. Inform LUTZ AGENCY of any change in subject, date or time of presentation, travel, accommodations, conditions, employment or other significant change in engagement requested or proposed by CLIENT after the original agreements have been signed.
4. Refer to LUTZ AGENCY any and all requests for bookings resulting from this engagement for a period of one year and have LUTZ AGENCY secure such bookings.
5. The parties agree that this agreement is made and subject to the laws of the State of Nebraska and may be enforced in an appropriate court of law in said State.
6. If any of the provisions of this agreement are determined to be void or unenforceable, the remaining provisions hereof shall remain in full force. Both Client and Artist acknowledge and confirm that they have read and approved the terms and conditions set forth in the Agreement.
7. This agreement shall be governed by law of the state of Nebraska and the State and/or federal Courts in Lincoln, Nebraska, and shall be sole forums for the resolutions of disputes with respect to this Agreement. Both parties hereby submit to the jurisdiction of such courts for such purpose.
8. If performance is prevented. In the event of sickness or of accident to Artist, or if a performance is prevented, rendered impossible or not feasible by any act or regulation of any public authority or bureau, strike, interruption in or delay of transportation services or any cause beyond control of Artist, it is understood and agreed that there shall be no claim for damages by either party to this contract and Artist's obligations as to such performances shall be deemed waived. If inclement weather renders performance impossible Purchaser must notify Artist prior to his departure to avoid payment of fee. Failure to make such notification to Artist obligates the Purchaser to pay engagement in full. If a weather related cancellation of event occurs, said event must be rescheduled no later than 60 days following the original performance date. Failure to reschedule obligates Purchaser for full performance fee and any and all travel expenses incurred by artist. If Purchaser and Artist disagree as to whether rendition of performance (s) is impossible or not feasible due to inclement weather, Artist 's determination as to performance shall prevail.
9. If Purchaser cancels this engagement for any reason other than weather the performance engagement fee and any and all airline ticket fees incurred by the artist becomes due and payable in full.

Client: TEXAS ASSN OF REALTORS

Artist: HOT CAKES

Signed by

Signed by

Address 1115 SAN JACINTO BLVD. #200

P.O. BOX 30408

City AUSTIN State TX Zip 78701-1906

Lincoln, NE 68503-0408

Phone 512 370-2266 ext 159