

ENTERTAINMENT AGREEMENT - THE HAVEN

Talent Buyer/Owner: Victor Tessier of Sunset Palm LLC
296 West Second St. Pomona, CA 91766 booking@thehavenpomona.com

Artist(s):

Date of Agreement:

Date of Show:

Venue Address: 296 W. Second St. Pomona, CA 91766

Green Room Address: 266 W. Second St., Unit B, Pomona, CA 91766

Sunset Palm Office Address: 191 W. Fourth St. Pomona, CA 91766

Ages: Always All Ages

Sellable Capacity: 200 general admission (standing-room-only)

Ticket Price: \$ _____ Presale // \$ _____ Day-Of-Show - Online service fees shall be included*

Offer: 50/50 GBOR of Ticket - Split: All Entertainment / Venue*

\$350 Minimum to the Venue. Venue to retain any sales less than \$350 GBOR.

Artist Support Budget: Inclusive of entertainment split*

Revenue: Potential artist revenue inclusive of support (200 Presale): \$ _____, _____ . _____ *

If a cash settlement isn't applicable on-site, revenue will be paid to the artists, bands, act, or promoter via Zelle, Venmo, or Wire Transfer (transfer fees apply) on the night of the event or the day after. The VENUE will be in contact if there are any expected delays. Online service fees are not included in the GBOR.

Merch: Artists will retain 100% of merchandise sales, respectively. Artist sells.

VENUE To Provide:

- Apt sound and lighting system with an onsite technician. See Tech Specs on Page 2
- In-person and online ticketing via www.thehavenpomona.com
- Provided area for merchandise sales.
- Storage area for equipment - the venue is not responsible for lost or damaged property
- Green Room* (upon availability) with a private dressing room, full kitchen, and shower/bathroom for artists only - no guests allowed.

ENTERTAINMENT To Provide:

- Verbally agreed upon performance time (i.e. 30 minutes, 45 minutes, 60 minutes).
- Social media posts upon the announcement and the week/day before the event.
- All musical equipment necessary to perform: amps, instruments, cables, etc. - not including PA system or microphones.
- An adequate/appropriate flyer for the event with precise details, approved by the venue.

Proposed Set Times*:

Load In & Soundcheck: 6:00 PM

Doors: 7:00 PM

Opener: 7:30-8:00

Support: 8:15 - 8:45 PM

Headliner: 9:00 - END (45-minute minimum)

HARD OUT of Venue: 11:30 PM



TECH SPECS:**Stage Dimensions:**

Area: 172 Sq. Ft. - Roughly a 12' x 14' - See diagram

Height: 30" - Two and a half feet raised platform

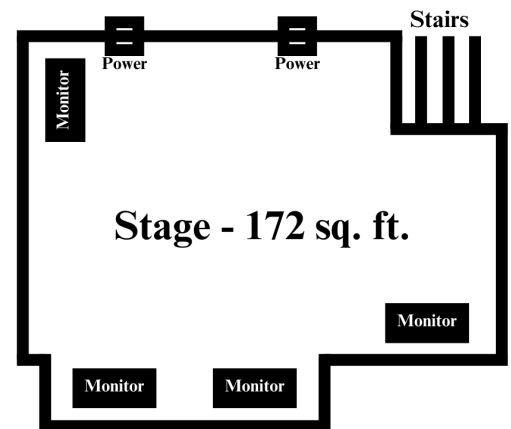
Sound System:

Monitors: (4) Electro-Voice Two-Way ZLX-12BT 12" Powered Speaker

PA System: (2) Electro-Voice Two-Way ZLX-15BT 15" Powered Speaker

Subwoofer: (1) Electro-Voice ELX200-12SP 12" Powered Subwoofer

Mixer: Behringer X32 Compact Digital Mixer - 16 Channels

**Venue Equipment List:**

- Shure SM57 Cardioid Dynamic Instrument Microphone (7)
- Shure SM58 Cardioid Dynamic Vocal Microphone (6)
- Shure BETA 52A Kick Drum Microphone (1)
- Sennheiser e 935 Cardioid Dynamic Vocal Microphone (1)
- Vocal Mic Stands (6)
- Amp Mic Stands (3)
- Keyboard Stands (2)
- Yamaha Stage Custom Birch 5-Piece Shell Pack With 24" Bass Drum Cranberry Red
- Ludwig L4HPACK 400 Series Hardware with a DW 3000 Series Bass Drum Pedal

Projector: Epson - Home Cinema 1080 1080p 3LCD Projector, 3400 lumens, 2 HDMI

Please contact the sound technician with any questions or requests for accommodations for our sound system.

If the ARTIST's equipment is left behind, the VENUE will hold its possession until claimed and retrieved. The ARTIST may schedule a time for pick up with the sound technician.

Points of Contact:

Production/Show Advance/Equipment Retrieval:

Rell Sol - Text: (909) 326-9935

Instagram DM: @solful.sound

Holds/Offers/Show Confirmations:

booking@thehavenpomona.com

Instagram DM: @thehavenpomona

Contracts/Settlement/Final/Deposits

Victor Tessier:

Text: (909) 994-5912

Instagram DM: @sunsetpalmmusic

booking@thehavenpomona.com

Terms and Conditions:

- 1) **EXCLUSIVITY:** The VENUE may not administer the status of other appearances or performances made by any of the artists/bands/acts on this package. However, any appearances or performances made by artists/bands/acts in the Pomona area must be made known to the VENUE in the case of a conflict in ticket sales. If it is made clear that another appearance or performance negatively affects the sales of this agreed-upon event or show, the VENUE reserves the right to request the artists/bands/acts to drop either event or show but has no right to act upon it.
- 2) **COVID SAFETY:** This agreement is based upon the current 2024 recommendations for sellable capacity. If the government implements restrictions or recommendations on the operation, capacity, or admission procedures that would adversely affect this event, the ARTIST or representative thereof may discuss an alternative deal structure with the VENUE, rescind this agreement, and/or cancel this event without payment or penalty.
- 3) **PROMOTION:** The ARTIST and/or PROMOTER is responsible for frequently and assertively posting and promoting their event. All performers/artists should post on their socials along with the ARTIST and/or PROMOTER.
- 4) **LIABILITY:**
 - a) The ARTIST and/or PROMOTER - along with the ARTIST and/or PROMOTER's agent, representative, affiliates, crew, and all other members - shall be unequivocally responsible and liable for any and all property and equipment provided by the VENUE for the ARTIST and/or PROMOTER, (including - but not limited to - the event of a fire, proven theft, riot, or any damaging occurrence other than normal wear and tear or damage).
 - b) Any direct or purposeful damages incurred upon The VENUE caused by the ARTIST and/or PROMOTER are to be appropriately compensated through the repair, replacement, and/or reimbursement of said damages provided by the ARTIST and/or PROMOTER.
 - c) The VENUE is not responsible for any damages or loss of property of the ARTIST and/or PROMOTER, other artists/bands/acts of the event, or any members, crew, and affiliates involved.
 - d) Damages or loss of property of the VENUE caused, directly or otherwise, by the audience shall be the responsibility and liability of the audience, not the VENUE, ARTIST, and/or PROMOTER.
- 5) **CANCELLATION:**
 - a) The ARTIST and/or PROMOTER may not cancel this Agreement except for the proven inability to perform due to sickness, accident, acts of war, acts of God, or other legitimate causes beyond their control.
 - b) The VENUE reserves the right to cancel this event if two or more artists outlined in this agreement are unable and/or unwilling to perform as agreed.
 - c) The VENUE reserves the right to cancel this event if any of the terms and conditions in this agreement are violated.
 - d) There shall be no cancellation fees for any artist, promoter, or associates at any time. The VENUE is responsible for refunding all online tickets.
- 6) **PROFESSIONALISM:** The VENUE is a safe, no-nonsense venue.
 - a) The ARTIST or PROMOTER and affiliates will not engage in, encourage, or permit the possession, consumption, or sale of **OUTSIDE GUM, ALCOHOL, OR DRUGS**, nor use **MARKERS, STICKERS**, or any other forms of **TAGGING/GRAFITTI** on the premises or property of The VENUE or Green Room.
 - b) The ARTIST or PROMOTER and affiliates must carry themselves in a presentable and respectful manner on site. Any hate speech, violence (and its encouragement thereof), or derogatory and/or inflammatory language/behavior (includes and is not limited to offensive verbal comments or actions related to gender, sexual orientation, gender identity or expression, disability, size, ethnicity, or religion, deliberate intimidation, inappropriate/unwanted physical contact, or any hateful, violent, lewd or otherwise inappropriate behavior) will immediately result in the offender and their affiliates removed from the premises and **BANNED** from The VENUE.
 - c) The ARTIST and/or PROMOTER must advance their members' and affiliates' names and sign this agreement to perform at the venue and enter its premises. Each artist/band/act is allotted one photographer, one merchandise assistant, and one guest per artist/band/act member. Guests must check in at the front of the venue and are not allowed in the Green Room.
 - d) The VENUE has the right to drop an artist/band/act from the lineup if allegations of any hate speech, acts of violence, or use of derogatory, inflammatory language/behavior have been made against the artist/band/act.

***Subject to change or be negotiated in a different verbal or physical agreement/contract. However, no agreement/contract shall be validated without the verbal or written consent of the venue owner.**

The signees below agree to any/all terms and conditions as listed above:

VENUE NAME: The Haven Pomona

VENUE REPRESENTATIVE: Victor Tessier - Sunset Palm LLC dba "The Haven"

VENUE SIGNATURE: _____

PROMOTER/ARTIST/BAND/ACT NAME: _____

PROMOTER/ARTIST/BAND/ACT REPRESENTATIVE: _____

PROMOTER/ARTIST/BAND/ACT MEMBERS' NAMES AND SIGNATURES:

Settlement Method (Zelle, Venmo, Cash): _____

Please send a wire transfer route if applicable. Please attach a W9 form if the settlement amount is over \$1,000.00.

Zelle/Venmo: _____

DATE OF EVENT: _____