



Agreement made on 3/11/2021 (date) between the LAUGHS & DRAFTS COMEDY TOUR produced by INZANE ENTERTAINMENT, LLC (hereinafter referred to as "SHOW") furnishing the services of ZANE LAMPREY (hereinafter referred to as "ARTIST") and Utepils Brewing (hereinafter referred to as "VENUE")

It is mutually agreed between the parties as follows:

The VENUE hereby engages the SHOW to furnish the services of ARTIST for the Engagement (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider, all of which are attached hereto and fully incorporated herein by reference.

**1. ENGAGEMENT VENUE:**

Utepils Brewing (venue)  
225 Thomas Ave N #700 (address)  
Minneapolis MN 55405 (city, state, zip)

**2. DATE(S) OF ENGAGEMENT:**

Date: 09/01/21  
Number of shows: 1  
Seating: first come, VIP advance entry  
Show Schedule:

VIP Doors: 6:00pm  
GA Doors: 7:00pm  
MC intro: 7:40pm  
OPENER: 7:45pm  
ARTIST: 8:00pm  
SHOW WRAP: 9:00pm  
MERCH: 9:00pm  
LOAD OUT 9:45pm

**3. MARKETING:**

VENUE will work with SHOW in advance promotion. SHOW will provide digital assets, including options for advertising materials, photographs, newsletter, and social media assets. VENUE agrees to provide a minimum of the following promotions prior to the event:

- (1) email newsletter blast
- (1) dedicated Instagram post
- (3) Instagram stories

(1) dedicated Facebook post

**4. TICKET SALES:**

SHOW will sell tickets online and at the door on the day of the event (depending upon availability) and receive the gross box office receipts.

**5. SHOW SEATING:**

VENUE is providing seating for a minimum of 160 seated audience capacity for the show. VENUE understands that it may need to rent seating for the event, and must provide seating for the full capacity of the audience. **No standing attendance.**

**6. PROVISIONS:**

- A. VENUE to provide and pay for professional sound and lighting equipment.
- B. VENUE shall provide and pay for rider requirements.
- C. VENUE to receive ten (10) complimentary VIP tickets per engagement
- D. All performances must be advanced with Tour Manager:  
**Giovanni Miano [gio@zanelamprey.com](mailto:gio@zanelamprey.com) (831) 238-4465**
- E. All publicity and press requests to be directed to: **[media@zanelamprey.com](mailto:media@zanelamprey.com)**
- F. No photo or video recording.
- G. There shall be no use of ARTIST name, likeness, logo or otherwise on any promotion without prior written approval from management.
- H. VENUE will only use graphics, photographs, biographies and materials supplied by ARTIST.
- I. No in-venue radio promotion without prior written permission from ARTIST management. This includes, but is not limited to, onstage promotions, DJ introductions, and live coverage of EVENT.
- J. All 3rd party sponsorships or associations with VENUE or radio station shall be subject to ARTIST prior approval.

**7. MERCHANDISING:**

SHOW shall be provided a location and table to sell Merchandise at the show; 100% of proceeds of all merchandise to SHOW.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

Signature: <sup>DocuSigned by:</sup> Utepils Brewing Date: 3/11/2021  
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By: Kenneth Smith (printed name)

Its: Marketing Director (title/position)

Of: Utepils Brewing (venue/brewery name)

Signature:  Date: 3/11/2021

By: Zane Lamprey

Its: CEO

Of: Inzane Entertainment

INITIAL <sup>DS</sup>  
UB**ADDENDUM****A. APPEARANCE**

- (1) VENUE shall not announce, advertise, or promote the Engagement until this document is signed by both parties.
- (2) SHOW has the right to adjust ticket prices as it sees fit.
- (3) VENUE shall not commit ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without SHOW's prior, written consent, which shall be given or withheld at SHOW's sole discretion.

**B. FACILITIES**

- (1) VENUE agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper and lawful presentation of the Engagement, including, without limitation, a suitable venue, well-heated or well-air conditioned, ventilated, lighted, clean and in good order, all necessary first class sound equipment in perfect working condition including amplifiers, microphones in number and quality required by SHOW, green room (a place for ARTIST and OPENER to prepare in quiet before and directly following the show), all necessary electricians and stage hands, all necessary professional lighting, adequate security, ticket takers, appropriate and sufficient promotion in all media.
- (2) VENUE shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in the attached ARTIST Rider, unless otherwise agreed by SHOW and VENUE in writing. Exact requirements to be advised if differs from ARTIST Rider specifications.
- (3) VENUE agrees to pay all amusement taxes, if applicable.
- (4) VENUE shall ensure compliance with all applicable requirements of laws and regulations as to health and safety, licensing, music rights, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).
- (5) VENUE shall be solely responsible for providing a safe environment for the Engagement, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Engagement and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). SHOW/ARTIST shall not have any liability for any damage or injury caused by such Adverse Conditions.

**C. PRODUCTION CONTROL**

- (1) SHOW shall have the sole exclusive creative control over the production and presentation of ARTIST's performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder, and SHOW shall have the sole right, as SHOW may see fit, to designate and change at any time the additional performing personnel other than the ARTIST herein specifically named.
- (2) ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. VENUE agrees that no performers other than those to be furnished by SHOW will appear on or in connection with the Engagement hereunder.
- (3) VENUE agrees to promptly comply with SHOW's directions as to stage settings for the performance hereunder.

#### **D. EXCUSED PERFORMANCE**

- 1) If, as the result of a Force Majeure Event (as defined below), SHOW or ARTIST is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then SHOW's and ARTIST's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by VENUE, and VENUE shall bear its own costs and expenses in connection with this Agreement.
- 2) A "Force Majeure Event" shall mean any one or more of the following acts which makes any performance(s) by SHOW or ARTIST contemplated by this Agreement impossible, infeasible or unsafe: acts of God; act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, pandemic, COVID, act(s) of the public enemy; act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which SHOW and/or ARTIST reasonably believe jeopardizes the safety of ARTIST, any of ARTIST's equipment, musicians or other performers, or any of SHOW's key personnel; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires; explosions; floods; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform of ARTIST, any of ARTIST's other performers, crew, representatives or advisors, any of ARTIST's family members, any of SHOW'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 or SHOW which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe.

#### **E. SICKNESS OR ACCIDENTS**

- 1) ARTIST shall make all possible efforts to arrive on time and perform to the best of his ability. However, in the case that ARTIST is subject to proven detention from sickness, accident or travel, ARTIST will make best efforts to reschedule the date at the discretion of the VENUE. All ticket holders will get the option of getting a 100% refund or switching their tickets to the new date.

#### **F. INCLEMENT WEATHER**

- 2) Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and VENUE shall remain liable for hosting the SHOW. For clarification, VENUE shall remain responsible for all other terms and conditions of this Agreement during a weather event.

#### **G. RIGHT TO CANCEL**

- 1) VENUE agrees that SHOW may cancel the Engagement hereunder without liability by giving the VENUE notice thereof at least sixty (60) days prior to the commencement date of the Engagement hereunder. Upon termination of the Agreement, 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.
- 2) SHOW agrees that VENUE may cancel the Engagement hereunder without liability by giving the SHOW notice thereof at least sixty (60) days prior to the commencement date of the Engagement hereunder. Upon termination of the Agreement, 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.

#### **H. BILLING**

- 1) ARTIST shall receive billing in such order, form, size and prominence as directed by SHOW in all advertising and publicity issued by or under the control of the VENUE, including, but not limited to,

- displays, newspapers, radio and television ads, electric lights, posters, house-boards and announcements.
- 2) VENUE may only use ARTIST's name and pre-approved: voice, likeness, materials, pictures, photographs, image, or other identification of ARTIST (collectively, "ARTIST's Likeness") in connection with VENUE's advertising and publicizing of the Engagement, however VENUE's use of ARTIST's Likeness shall not be as an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent SHOW's prior written approval in each instance. Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of VENUE's use of ARTIST's Likeness shall at all times be subject to the prior written approval of SHOW.

#### **I. NO RECORDING/BROADCAST**

- 1) VENUE shall not itself, nor shall it permit or authorize others (including, without limitation, VENUE or venue employees, representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof) and/or ARTIST and/ or SHOW's personnel at any time during the Engagement.
- 2) In the event SHOW does so grant any of the aforementioned rights, such rights shall be subject to a separate written agreement and VENUE shall be responsible, at VENUE's sole cost and expense, for securing any and all necessary third party rights, licenses, clearances, and permissions (including, but not limited to, all necessary publishing and record label clearances) required in connection with VENUE's capture and/or exploitation of the same. Notwithstanding the foregoing, and further to any additional obligations of VENUE to indemnify SHOW/ARTIST contained in this Agreement, VENUE shall indemnify and hold harmless SHOW and ARTIST from any and all damage(s) it, or they, may sustain as a result of VENUE's failure to comply herewith.

#### **J. VENUE DEFAULT**

- 1) In the event VENUE refuses or neglects to provide any of the items herein stated or comply with any provisions hereunder, and/or fails to proceed with the Engagement, then any such failure shall be deemed a substantial and material breach of this Agreement and SHOW shall have the right (in SHOW's sole discretion), without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) hold venue liable for 40% of gross ticket sales (iii) SHOW and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances VENUE shall remain responsible 40% of gross ticket sales to cover for all transportation, accommodations, and expense reimbursements for SHOW/ARTIST and entourage pursuant to the terms of this Agreement.

#### **K. INDEMNIFICATION**

- 1) VENUE hereby agrees to save, indemnify and hold harmless SHOW and ARTIST, and their respective agents, representatives, principals, employees, officers and directors, from and against any claims, suits, arbitrations, liabilities, penalties, losses, charges, costs, damages or expenses, including, without limitation, reasonable attorney's fees and legal expenses, incurred or suffered by or threatened against SHOW or ARTIST or any of the foregoing in connection with or as a result of any claim including without limitation, a claim for death, personal injury or property damage or otherwise brought by on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, or any acts or omissions of VENUE or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the ARTIST and/or SHOW.

#### **L. LIMITATION OF LIABILITY**

- 1) In no event shall SHOW and/or ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to VENUE (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if SHOW and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of SHOW and/or ARTIST (or any of their respective agents, representatives, principals, employees, officers, directors or affiliates) exceed, in the aggregate, an amount equal to the lesser of (i) the amount of reasonably necessary out-of-pocket expenses directly incurred by VENUE in connection with ARTIST's performance at the Engagement taking into account any amounts VENUE has recovered using its best efforts to mitigate losses; or (ii) the amount of the GUARANTEE which ARTIST and/or SHOW have actually received in accordance with the terms of this Agreement. VENUE agrees that it shall not (and shall cause its affiliates not to) seek indirect, incidental, consequential, special, punitive (or exemplary), or any other similar damages as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement.

#### **M. MISCELLANEOUS PROVISIONS**

- 1) This AGREEMENT (and any of SHOW's: riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of this Agreement.
- 2) VENUE shall not have the right to assign or transfer this Agreement, or any provision thereof.
- 3) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make SHOW and/or ARTIST liable in whole or in part for any obligation that may be incurred by VENUE, in VENUE's carrying out any of the provisions hereof, or otherwise. THE PERSON EXECUTING THIS AGREEMENT ON VENUE'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.
- 4) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic delivery (i.e. PDF format), including electronically signed versions of the same, shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

This rider is attached to and made part of the agreement between ARTIST and VENUE for the SHOW..

Your cooperation in meeting the guidelines found within this agreement is appreciated to insure the VENUE, ARTIST and AUDIENCE the best possible experience.

## RIDER

This rider represents the general needs of the artist and is not intended to cause burden or hardship. If you have any questions or need to discuss any portion of this rider please contact the artist tour manager:

**gio@zanelamprey.com (831) 238-4465**

### 1. RESERVED SEATING

ARTIST/SHOW may specify reserved seating for special guests. If applicable, it will be specified the day of the event.

### 2. VENUE SUPPORT STAFF

- a) VENUE will provide assistance checking the audience in and/or collecting tickets. If the SHOW is not sold out, the VENUE will provide assistance at the door selling tickets.
- b) VENUE will provide a minimum of (2) staff as SECURITY; directing the audience to seating, monitoring photo/video policy during the show, and managing audience disturbances.

### 3. MERCHANDISE

VENUE will provide a lighted space and a table to display and sell merchandise. SHOW/ARTIST will sell all merchandise and retain all proceeds.

### 4. DRESSING ROOM

A private, lockable dressing room and bathroom must be provided for the duration of the evening. Understanding that the VENUE may not have a traditional dressing room or green room, an office or similar private room with seating will suffice.

### 5. TECH REQUIREMENTS

#### a) STAGE

ARTIST requires a stage or riser for performance. Minimum of 12" TALL and a minimum of 12 WIDE and 8' DEEP.

#### b) LIGHTING

The VENUE will provide professional lighting for the stage or riser. The audience will remain unlit during the performance.

#### c) SOUND

The VENUE will provide a professional sound system for the event. A SOUND ENGINEER will be on site from SOUND CHECK through the CONCLUSION of the show to monitor performance.