



## NAN ARTIST CONTRACT/AGREEMENT

**Publicity:** Each of our towns does its own publicity but NAN prints a brochure, poster and places your artist information for the concert on our Facebook page. Please provide the following publicity materials:

**Program materials:** If you do not want us to use the information on your website then the following applies. These materials are used in our publicity. We will need a picture, bio or information, and the program that you will be presenting. Many artists have provided a list of songs and state "Tonight's performance will be selected from the following song list". Please send to Leann Pelvit

[lpelvit@gmail.com](mailto:lpelvit@gmail.com)

**Posters** that we can put our individual town information on are the best! If applicable, please provide a poster design that we can have produced locally. If you have a poster that you usually generate, please email to Leann ([lpelvit@gmail.com](mailto:lpelvit@gmail.com)) and Rod Karst ([karst@nemont.net](mailto:karst@nemont.net)). The design can be a hard copy or a PDF file but must be received by **two months before your performance**.

**Fee:** Payment for the **Montana Repertory Theatre** tour with NAN for the period of **September 23-27, 2024** will be **\$6,500.00**

and payable to Montana Repertory Theatre.

Initial: MF

Please provide your Tax ID # 81-6001713 and attached your W9.

Mailing Address: Montana Repertory Theatre PART 101 32 Campus Drive Missoula, Mt 59812

Payment is given when you are in Sidney by Leann Pelvit, NAN Treasurer.

If a deposit is requested, amount and date must be specified \_\_\_\_\_

Mailing address \_\_\_\_\_

**Thank you for your acceptance to tour with the Northeastern Arts Network! We look forward to hosting you and making your tour successful!**

**Please sign and return contract to the Northeastern Arts Network**



Sidney  
Glasgow  
Malta

**NAN ARTIST CONTRACT/AGREEMENT**

If you choose not to stay in the provided housing, the Northeastern Arts Network has no responsibility to pay for alternative lodging. Please initial your understanding: \_\_\_\_\_

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**Fee:** Payment for the The Lucky Valentines tour with NAN for the period of **October 21-25, 2024** will be **\$5,000** and payable to Jamie Carrier.

Initial: JC

Please provide your Tax ID # 517-08-6899 and attach your W9.

Mailing Address: PO Box 663, Fort Benton, MT 59442

Payment is given when you are in Sidney by Leann Pelvit, NAN Treasurer.

If a deposit is requested, amount and date must be specified \_\_\_\_\_

**Thank you for your acceptance to tour with the Northeastern Arts Network! We look forward to hosting you and making your tour successful!**

**Please sign and return contract to the Northeastern Arts Network  
email to  
[jill.dostert.wagner@bluerockcompanies.com](mailto:jill.dostert.wagner@bluerockcompanies.com)**



Sidney  
Glasgow  
Malta

NAN ARTIST CONTRACT/AGREEMENT

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Posters that we can put our individual town information on are the best! If applicable, please provide a poster design that we can have produced locally. If you have a poster that you usually generate, please email to Leann ([lpelvit@gmail.com](mailto:lpelvit@gmail.com)) and Rod Karst ([karst@nemont.net](mailto:karst@nemont.net)). The design can be a hard copy or a PDF file but must be received by two months before your performance.

**Fee:** Payment for the Jazz Legacy Project tour with NAN for the period of November 4-8, 2024

will be \$9,500.00 and payable to JUSTIN VARNES. Initial: JV

Please provide your Tax ID # 93-4624740 and attached your W9.

Mailing Address: 357 PARKSIDE MEADOWS DR SW

Payment is given when you are in Sidney by Leann Pelvit, NAN Treasurer.

If a deposit is requested, amount and date must be specified N/A

Thank you for your acceptance to tour with the Northeastern Arts Network! We look forward to hosting you and making your tour successful!

**Please sign and return contract to the Northeastern Arts Network  
email to  
[jill.dostert.wagner@bluerockcompanies.com](mailto:jill.dostert.wagner@bluerockcompanies.com)**

Contract Addendum

## ENGAGEMENT CONTRACT

Agreement made Feb 21, 2024 between Backtrack Vocals, LLC (hereinafter referred to as "PRODUCER") and Northeastern Arts Network (hereinafter referred to as "PRESENTER"). The contact for the PRODUCER is Melissa Jordano, and the contract is signed for the PRODUCER by Melissa Jordano. The contact for the PRESENTER is Jill Dostert-Wagner, and the contract is signed for the PRESENTER by Jill Dostert-Wagner

It is mutually agreed between the parties as follows: The PRESENTER hereby engages the PRODUCER to furnish the entertainment presentation hereinafter described, upon all the terms and conditions herein set forth, including those below hereof entitled ADDITIONAL TERMS AND CONDITIONS. This signed agreement must be returned to PRODUCER via e-mail or regular mail within thirty (30) days of the date above, or any and/or all parts of this agreement, at PRODUCER's discretion, may be considered null and void. All changes must be initialed by both parties to be valid.

### ENGAGEMENT TERMS

**ARTIST (Required Billing):**  
Backtrack Vocals

**Date(s) and Type(s) of Engagement(s)**  
Two-Act Headline Concerts with Intermission + Outreach Programs  
Monday, March 17th, 2025 to Saturday, March 22nd, 2025

**Number of Performances:**  
Four (4) Concerts with Ten (10) Outreach Programs

**Performance Schedule:**  
SEE ATTACHED Presenter Memorandum for details

**Length/Style of Performance(s):**  
Outreach: Each outreach program will comprise one (1) ~45-minute program performed as Five (5) Vocalists  
Concert: Each concert will comprise two (2) ~45-minute acts with one (1) ~15-minute intermission performed as Five (5) Vocalists

**Rehearsal(s):**  
Day-of-performance in performance space with full performance staff in attendance per Artist Technical Rider.

**VENUE (Place(s) of Engagement):**  
SEE ATTACHED Presenter Memorandum for details.

Initialed by Presenter JD

Initialed by Producer for Artist MJ

**COMPENSATION**

**Mutually Agreed-Upon Fee:**  
US\$13,000.00

**Complimentary Tickets for Artist:**

Four (4) complimentary tickets per show reserved for ARTIST use, which may be released for sale by PRESENTER on day-of-show if unutilized

**Transportation:**

ARTIST will self-provide round-trip air/train/bus & ground transportation to/from venue.

**Accommodations:**

PRESENTER will provide up to five (5) hotel rooms for up to seven (7) nights  
CHECK IN: Sunday, March 16th, 2025 CHECK-OUT: Sunday, March 23rd, 2025

NOTE: Due to limitations in area accommodation options, individual hotel rooms may not be available during the portion of the engagement scheduled in Malta, MT. ARTIST agrees to consolidate accommodation ask to three (3) hotel rooms if necessary during that period of the engagement.

*ARTIST requires hotel with interior corridors, complimentary wi-fi internet, complimentary (or reimbursable) parking, and complimentary hot breakfast (or equivalent meal buyout of \$15pp, per night). The hotel property should have a 3-star (out of 5-star) rating or better. ARTIST will notify PRESENTER at least fourteen (14) days prior to engagement if density of routing permits reduced number of rooms or nights.*

**Hospitality:**

SEE ATTACHED Presenter Memorandum for details.

**Merchandise Sales:**

ARTIST shall have the opportunity to sell merchandise in the theatre lobby/merchandise area. PRESENTER will assist with merchandise sales at intermission and post-show, and ARTIST shall retain 100% of profits from merchandise sales.

**SCHEDULE OF PAYMENTS**

All Payments shall be made by US check as follows. A 3.5% convenience fee will be added for credit card payments. SEE ATTACHED PAYMENT RIDER regarding end-of-year tax documentation.

**First Payment: US\$3250.00 [25% of Performance]**

**DUE DATE: Upon Full Execution of Contract**

Check Made Payable To: EPIC Arts Management, LLC

Mail to: EPIC Arts Management, 2811 Village Blvd. #104, West Palm Beach, FL, 33409

**NOTE: First Payments are released to ARTIST to cover pre-production and travel costs. See Additional Terms for details.**

Initialed by Presenter/Venue     jw    

Initialed by Producer for Artist     MJ

**Balance Payment: US\$9750.00**

**DUE DATE: Saturday, March 22nd, 2025**

**Check Made Payable To: EPIC Arts Management, LLC**

**Mail to: EPIC Arts Management, 2811 Village Blvd. #104, West Palm Beach, FL, 33409**

**TECHNICAL RIDER**

Technical support provided by PRESENTER in accordance to Backtrack Vocals Tech Rider A ("Rider") specifications with the following amendments:

- A. **SOUND PROVIDED BY ARTIST:** Per PRESENTER request, ARTIST will self-provide all sound needs for outreaches and performances (e.g., completely self-contained), as production support and tech at all venues is extremely limited. ARTIST requests standard electricity and other support as listed in the Technical Rider.
- B. **HOSPITALITY:** PRESENTER does not contract to provide meals. Glasgow and Sidney usually host dinners while ARTIST is in those towns. Some of the rural schools will invite the artists to have school lunch with the students. ARTIST will advise PRESENTER in advance of any food allergies or dietary restrictions.

**ENGAGEMENT-SPECIFIC TERMS**

- A. **NO AMENDMENTS**

**ADDITIONAL TERMS AND CONDITIONS**

The Parties hereto hereby acknowledge that the following additional terms and conditions are incorporated in and made a part of the Agreement between the parties hereto:

~~PRESENTER COVENANTS: PRESENTER agrees to furnish as a show expense all required elements that are necessary for the proper presentation of the entertainment presentation at performances, and if required by ARTIST, all rehearsals therefore, as per advance on the day of the show including a suitable performance and backstage space; all labor as shall be necessary and/or required by any national or local union(s); all necessary tickets and programs/stagebills; all required licenses (including musical performing rights licenses); all necessary insurances relating to venue and public performance; all ushers, ticket sellers, and ticket takers; and all appropriate and sufficient advertising and publicity. PRESENTER agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services and personnel to be furnished by PRESENTER and by ARTIST. PRESENTER agrees to furnish all mutually agreed upon material and equipment and to comply with ARTIST 'S directions to arrange stage décor and settings for the performances hereunder. PRESENTER agrees to furnish at its sole expense such musicians, including musical contractor, as may be required by any national or local union(s) for and in connection with this engagement and rehearsals therefore. If before the date of any scheduled performance it is found that the PRESENTER has not performed fully its obligations, PRODUCER may cancel this agreement and retain first payment. PRODUCER will advise of any insufficiencies and PRESENTER will have due time to correct.~~

Initialed by Presenter/Venue   ju        Initialed by Producer for Artist   MJ

**PRODUCER AS INDEPENDENT CONTRACTOR:** PRODUCER enters into this agreement as independent contractor and not in any way as Presenter's employee or agent. In connection therewith, PRODUCER shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder, including, but not limited to, the details, means and methods of the performances. PRODUCER shall have the sole right as PRODUCER may see fit, to designate and change at any time the specific performing personnel comprising the contracted ARTIST, including singers and musicians. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, or that PRODUCER, ARTIST, or BOOKING MANAGER shall be liable to whole or part for any obligation that may be incurred by PRESENTER'S carrying out any of the provisions hereof, or otherwise.

**FORCE MAJEURE:** (a) In the event that the performance of any of the covenants, duties, or obligations of this Agreement on the part of the PRODUCER or the PRESENTER shall be prevented, interrupted, delayed or suspended prior to or following ARTIST's arrival to venue or venue environs by any force majeure event, as defined herein, either party may terminate this Agreement without any liability on either party for any damages arising from such termination, provided, however, that the PRODUCER shall have the right to retain any portion of First Payments deemed necessary to cover all documentable out-of-pocket expenses incurred as of the date of the force majeure event, including but not limited to the cost of any nonrefundable portion of travel or hotel arrangements. If provision for First Payment is not a part of this Engagement Contract, PRESENTER shall remit reimbursement to PRODUCER for such documentable nonrefundable out-of-pocket expenses within ninety (90) days of Force Majeure cancellation. In the event of this type of cancellation, neither PRESENTER nor PRODUCER are contractually obliged to reschedule the Engagement, but PRESENTER may request PRODUCER's best efforts to accommodate a reschedule of the Engagement within twenty-four (24) months of cancellation at a compensation level equivalent to the original terms of this agreement. (b) If ARTIST is able to perform only a portion of any performance due to Force Majeure, then PRESENTER shall provide full compensation for that performance and shall not reduce compensation on any pro-rata basis for that performance. In the case of multiple performances within an engagement, ARTIST will be compensated in full only for those performances commenced. (c) "Force Majeure" shall mean severely inclement weather; illness, death or incapacitation of a key member of the ARTIST Company (as determined by the ARTIST in its sole judgment) or death or life threatening illness of an immediate family member of a key member of the ARTIST Company; any present or future statute, laws, ordinance, regulation, order, judgment or decree; act of God; earthquake; flood; fire; epidemic; accident; explosion; casualty; lockout, boycott, strike, or labor controversy (including, but not limited to, threat of lockout, boycott or strike); riot, civil disturbance, war or armed conflict (whether or not there has been an official declaration of war or official statement as to the existence of a state of war), invasion, occupation, intervention of military forces, act of public enemy, embargo, or act or threat of terrorism; delay of a common carrier; disruption of air traffic; any inability without fault on the PRESENTER's part to obtain sufficient material, labor, transportation, power or other essential commodity required in the conduct of its business or services; or any other similar or dissimilar cause or causes outside the reasonable control of a party hereto. Termination for a force majeure event shall not be deemed a breach of the Agreement. Notwithstanding the foregoing, the PRESENTER's cancellation or rescheduling of the performance(s) or other services of the PRODUCER due to PRESENTER's fiscal insolvency, poor ticket sales, or scheduling problems, or for any other reason, shall not be deemed a force majeure event and the PRESENTER shall not have the right to terminate this Agreement without liability on the part of the PRESENTER.

Initialed by Presenter/Venue

*ju*

Initialed by Producer for Artist

*MJ*

**PERMISSION REQUIRED FOR PHOTOGRAPHY, RECORDING, TAPING, OR BROADCAST:** PRESENTER shall not have the right to broadcast or televise, photograph, tape/record, or otherwise reproduce the performances hereunder, or any part thereof without the permission of ARTIST.

**BILLING:** PRESENTER agrees that the ARTIST shall receive top billing in 100% type in all advertising and publicity issued by or under the control of the PRESENTER in regard to the engagement hereunder.

**SOLE AGREEMENT:** This agreement may not be changed, modified, or altered except by an instrument in writing signed by the parties. This Agreement shall be construed in accordance with the laws of New York. Nothing in this Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, guild, or similar body having jurisdiction over the performances hereunder or any element thereof and wherever or whenever there is any conflict between any provision of this agreement and any such law, rule or regulation, such law rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict. In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER shall control.

**CLAIMS AND DISPUTES:** Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in New York, New York in accordance with the rules and regulations of the American Arbitration Association governing the three-member panels. The parties hereto agree to be bound by the award to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

**DAMAGES:** In no event shall PRODUCER, BOOKING MANAGER, and/or ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to PRESENTER (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 PRODUCER, BOOKING MANAGER, and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER, BOOKING MANAGER, 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 reasonably necessary out-of-pocket expenses directly incurred by PRESENTER in connection with the Engagement; or (ii) the amount of the first payment which PRODUCER actually received in accordance with the terms of this Agreement. PRESENTER 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.

Initialed by Presenter/Venue ju      Initialed by Producer for Artist MJ



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

By: Northeastern 2/29/24  
PRESENTER Date  
Arts Network

By: Melissa J 3/4/2024  
Melissa Jordano Date  
Backtrack Vocals, LLC

PRESENTER CONTACT INFORMATION

Print Name: Northeastern Arts Network  
Venue: Glasgow - Sidney - Malta  
Street Address: PO Box 1523  
City/State/Zip: Sidney MT 59270  
Phone: 406.489.14304  
Email: jill\_dastert@yahoo.com

ARTIST MANAGEMENT

EPIC Arts Management, LLC  
2811 Village Blvd. #104  
West Palm Beach, FL 33409  
Phone: (917) 532-6169  
Email: info@epicartsmanagement.com

## EPIC ARTS MANAGEMENT PAYMENT RIDER

Per IRS guidance provided in both the Instructions for 1099-NEC and Regulation 6041, **Presenter acknowledges the requirement to submit end-of-year tax documentation (1099) for any contracted fees totaling US\$600.00 or more over the course of one year, with the exception of any entity that files taxes as an S- or C-Corporation (including LLCs that elect to file as S- or C-Corporations).**

EPIC Arts Management, LLC receives payment on behalf of Producers/Artists, acting only as a pass-through. Checks and/or credit card payments are issued to EPIC Arts Management as Booking Manager, but the IRS qualifies the Producer/Artist as the beneficial owner of the funds paid by the Presenter (please see IRS documentation on this ruling supplied below). Therefore, **end-of-year tax documentation (if required based on Producer/Artist's federal tax classification as stated on W9) should be submitted directly to the Producer/Artist, and NOT EPIC Arts Management.**

### INFORMATION FOR PAYMENTS ONLY

**Payee:** EPIC Arts Management, LLC

**Address:** 2811 Village Blvd. #104, West Palm Beach, FL, 33409

### PRODUCER/ARTIST VENDOR INFORMATION + DETAILS FOR END-OF-YEAR TAX DOCS

**Company Name:** as listed on Attached W9

**Tax Identification Number:** as listed on attached W9

**Address:** EITHER address as listed on W9 OR 2811 Village Blvd. #104, West Palm Beach, FL 33409

Initialed by Presenter     jw    

Initialed by Producer for Artist     MJ    

NOTE: For Presenters that use automated payroll/accounting programs (e.g., QuickBooks) that allow only one Vendor Listing per W9, a helpful recommendation is to enter the Producer/Artist's information as Vendor Name and Vendor Tax ID, enter the EPIC billing address (West Palm Beach, FL) as the check/W9 address, and then change the "Print Name on Check As" field to 'EPIC Arts Management, LLC.'

### **REFERENCE: IRS Regulations 1.6041-1(e) Example 6**

Literary agent J receives a payment from publisher L of fees earned by J's client, author K. J deposits the payment into a bank account in J's name. From time to time and as directed by K, J makes payments from these funds to attorneys, managers, and other third parties for services rendered to K. After subtracting J's commission, J pays K the net amount. J does not order or direct the provision of services by the third parties to K, and J exercises no discretion in making the payments to the third parties or to K. **J is not performing management or oversight functions and does not have a significant economic interest in the payments and is not subject to the information reporting requirements of section 6041 in connection with the payments to K or to the third parties. For the rules relating to L's obligation to report the payment of the fees to K, see paragraphs (a)(1)(i) and (f) of this section. For the rules relating to K's obligation to report the payment of the commission to J and the payments to the third parties for services, see paragraphs (a)(1)(i) and (d)(2) of this section. [These paragraphs detail standard 1099 reporting obligations, directing L to issue a 1099 directly to K for gross payments received by J on behalf of K, with K sending a 1099 to J for any commissions deducted during pass-through.]**