



305 E. Virginia Rd. Ste. 104 • McKinney Texas 75069
1.214.769.0645 • info@cszdfw • www.CSzDFW.com

Performer Agreement

This Agreement, by and between Locked Out Productions LLC. [LOP] and _____ (Player), is made this _____ day of _____, 20____.
Print First and Last Name _____

For good and valuable consideration, the parties here to agree as follows:

1. Engagement.

LOP engages Performers to perform in Locked Out Productions shows, classes and events, an improvisational and sketch entertainment company, on the terms set forth in this agreement. The selection of Players for specific performances shall be entirely within the discretion of LOP.

2. Duties. Major and Minor Player's duties and obligations are as follows:

- a. To be available for such performances as may reasonably be scheduled by CSz Dallas.
 - CSz Minor League:.. Attend 3+ practice a month - Available 75% of events
 - Visit FB Groups - post TeamSnap.com - Make Call times.
 - CSz Major League:.. Attend 3+ practice a month - Available 75% of events
 - Visit FB Groups - post TeamSnap.com - Make Call times
- b. To use his or her best efforts in all LOP shows, classes and events.
- c. To maintain high standards for the LOP performances and not engage in any conduct, which would violate applicable criminal or civil law or activities, or would adversely effect or tend to adversely affect the image of Locked Out Productions.
- d. To purchase the specified uniforms and bring them to all performances and to keep them clean and in good repair. [Blue/Red/Blk Jersey, Black 3 stripped Adidas Athletic long pants, Black All-Star Chucks, Solid Black Undershirt]
- e. To fully comply with the rules and philosophies of LOP. Player acknowledges receipt of any familiarity with the current rules according to the Locked Out Productions Manual/Handbook.

3. Privacy. Player's brand obligations are as follows:

- a. Representations and Warranties. Player represents and warrants that the material which he or she uses or develops at any given performance:
- b. Shall not in any way infringe upon any copyright, trademark, trade name, patent or literary, artistic or other property right of any other person; and
- c. Shall not libel, slander or otherwise defame or invade any legal right to privacy of any other person.
- d. In the event of any breach of any warranty given herein, Player shall indemnify and hold LOP harmless from the expense of any and all liability or obligation incurred in connection therewith, including all reasonable attorneys fees.

4. Compensation.

Minor League Performer: Zero Dollars

Major League Performer: \$10 a CSz Match - \$25 per Private event

LOP Instructor: : \$200 per Session - Teachers Assistant: Zero Dollars

For each performance, a Player shall receive compensation from LOP for paid events. Player Pay will be distributed first Mandetory Playr meeting of the month.

5. Relationship.

Players shall be entitled to any benefit of federal or state taxes including unemployment and worker's compensation, if the Player is not an independent contractor. Independent contractors agree to indemnify LOP from and against any liability for such income taxes or for unemployment or worker's compensation. Independent contractors also agree to present LOP with a certificate of insurance, stating coverage is applicable to the workplace. LOP is not liable for any injury sustained in any activity associated with LockedOut Productions by an independent contractor.

6. Non-Competition.

It is expressly understood that the concept, format and name of ComedySportz® aka CSz Dallas are proprietary to CSz Worldwide and the Locked Out Productions LLC. Accordingly, during the term of this Agreement and for a period of 12 months thereafter, Player will not perform, be employed by, assist or have any other direct or indirect involvement with or ownership of any competitive, improvisational theater group or troupe similar to ComedySportz® formatted show unless given permission by owners.

7. Term.

This agreement shall continue in force and effect for a period of one (1) year from the date here of, and shall automatically be renewed and continued from year to year thereafter unless either party gives written notice of intention not to renew at least thirty (30) days prior to the expiration of any one year term, provided that Locked Out Productions, LLC shall have the right to terminate this Agreement at any time for cause, which shall include any misconduct or improper conduct on the part of Player, or Player's failure to perform the terms and conditions of this agreement for a period of more than fifteen (15) days following verbal/written notice given.

8. Photo Release

I grant to LockedOut Productions, LLC, its representatives and employees the right to take photographs of me and my property in connection with the above-identified subject. I authorize LockedOut Productions, LLC, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that LockedOut Productions, LLC may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

9. Governing Law.

This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

Locked Out Productions LLC [dba] CSz Dallas [aka] ComedySportz® Dallas

By _____, Player ____/____/____, Date

By LOP _____, Owner ____/____/____, Date