

# ENTERTAINMENT AGREEMENT

**NOTICE: THIS IS A LEGAL CONTRACT. DO NOT SIGN IT UNLESS YOU FULLY UNDERSTAND AND AGREE TO ALL OF ITS TERMS (AND PLEASE NOTE THAT THIS CONTRACT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES, WHICH IS FOUND IN PARAGRAPH 21). ANY NEGOTIATED CHANGES TO THIS CONTRACT SHOULD BE INITIALED BY BOTH PARTIES IN THE MARGINS DIRECTLY NEXT TO THE MODIFICATIONS. IF YOU HAVE ANY QUESTIONS, FEEL FREE TO TALK TO THE GENERAL MANAGER. WE SUGGEST THAT BEFORE SIGNING, YOU HAVE THIS CONTRACT REVIEWED BY AN ATTORNEY, ACCOUNTANT, OR OTHER PERSON OF YOUR CHOICE. IN ADDITION, EVEN IF YOU PREVIOUSLY SIGNED A SIMILAR CONTRACT, READ THIS ONE OVER CAREFULLY AS IT MAY BE DIFFERENT FROM THOSE YOU MAY HAVE SIGNED IN THE PAST.**

This Entertainment Agreement ("Agreement") is entered into by the "Club" and "Entertainer" (the "parties," with each being a "party") to permit Entertainer to engage in independent business activities upon the Club's "Premises." The "Club," "Entertainer," and "Premises" are identified on the last page of this Agreement.

## **PURPOSE OF AGREEMENT:**

The Club operates an entertainment facility on the Premises. Entertainer, who is engaged in the independently established trade and occupation of professional exotic dance entertainers, who runs her own business that provides such entertainment services, and who is licensed to do so (if legally required), desires to utilize certain areas of the Premises for her professional activities, and the parties desire to create a mutually beneficial business relationship to permit such use of the Premises.

## **TERMS OF AGREEMENT:**

Club and Entertainer agree as follows:

1. **Use of Premises/Term.** In consideration of the terms of this Agreement, Entertainer agrees to use, and the Club agrees to provide to Entertainer for her use, the stage areas and certain other portions of the Premises as designated by the Club, during regular business hours and jointly with other entertainers who perform at the Club (the Club granting Entertainer a legal "license" to use these portions of the Premises), for the performance of live dance entertainment and related activities, upon the terms and conditions contained in this Agreement. This Agreement begins today and ends on the earlier of: A) January 31, 2018; or B) a termination date as provided for in paragraph 18.

Notwithstanding the foregoing, in the event that this Agreement is not terminated as provided for in paragraph 18 and should the Entertainer continue to perform at the Club after January 31, 2018 without executing a new agreement, then the terms of this

Agreement shall continue to govern such performances until such time as a new agreement is executed between the Entertainer and the Club. Upon execution of a new agreement, this Agreement shall terminate.

2. **Club's Additional Obligations.** The Club shall:

- A. Provide, at its own expense, music for use on the Premises, lighting, and dressing room facilities, and pay all copyright fees due relative to that music; and
- B. Reasonably advertise the business for the benefit of both Entertainer and the Club. This does not, however, prohibit Entertainer from advertising her services in any lawful manner she so desires, although she may not, in any of her advertising, utilize the name, identity, trade dress, trademarks, service marks, or "logos" of the Club without having first obtained the Club's written approval.

3. **Assignment.** This Agreement is for Entertainer's personal skills and artistic talent. Consequently, Entertainer has no right to assign any of her rights or obligations in this Agreement to any other person without the written consent of the Club. However, Entertainer has the right to substitute the services of any licensed (if legally required) entertainer who has also entered into an Entertainment Agreement with the Club.

4. **Non-Exclusivity.** Entertainer's obligations under this Agreement are non-exclusive. She is free to perform at any other businesses or venues.

5. **Use of Premises.** Entertainer agrees to:

- A. Perform clothed, as well as semi-nude ("topless") or nude (whichever is permitted by law) dance entertainment and to perform as such in stage promotional rotations as necessary in order to insure that a continuous entertainment performance is displayed on the Premises at all times;
- B. Obtain, keep in effect, and have in her possession at all times while she is on the Premises, any and all required licenses and/or permits;
- C. Read, understand, comply with, and not violate, any and all laws that apply to Entertainer's conduct while on the Premises, and provide only lawful entertainment services (violations of the law are beyond the scope of authority under, and constitute a breach of, this Agreement);
- D. Maintain accurate daily records of all income, including tips, earned while performing on the Premises, in accordance with all taxation laws; and
- E. Pay for any damages she causes to the Premises and/or

to any of the Club's personal property.

6. **Compliance with Rules.** The Club may impose rules upon the use of the Premises by Entertainer as the Club deems necessary in order to ensure that: A) no damage to the Club's property occurs; B) the Premises are used in a safe fashion for the benefit of all entertainers, patrons, employees and others; and C) no violations of the law occur. Entertainer agrees to comply with all such rules, as well as with all rules established by a majority vote of entertainers.

7. **Nature of Performance and Costuming.** Subject only to the provisions of paragraph 6 above, the Club has no right to direct or control the nature, content, character, manner or means of Entertainer's entertainment services, her performances, or the costumes/wearing apparel she selects. Entertainer shall supply all of her own costumes and wearing apparel, which must comply with all applicable laws and shall be in accordance with industry standards for professional entertainers performing in a club of this caliber.

8. **Intellectual Property.** Entertainer retains all intellectual property rights to her performances and likeness, unless assigned by her in writing.

9. **Nature of Business.** Entertainer understands: A) That the nature of the Club's business is adult entertainment; and B) that she may be subjected to either full or partial nudity (primarily female), explicit language, advances by customers, depictions or portrayals of a sexual nature, and to similar types of behavior. Entertainer represents that she is not and will not be offended by, and she assumes any and all risks associated with, being subjected to such matters.

10. **Privacy.** Privacy and personal safety are important concerns to Entertainer. Accordingly, the Club shall not knowingly disclose to any persons who are not associated with the Club, Entertainer's legal name, address, or telephone number, except upon written authorization of the Entertainer or as required by law. The Club agrees to notify Entertainer upon receipt of any request for information or documents concerning her, unless prohibited by law.

11. **Entertainment Fees.** In consultation with the entertainers who utilize the Premises for their professional business activities, the Club shall establish fixed fees as the price for certain personal entertainment performances ("Entertainment Fees"). Entertainer agrees not to charge a customer more or less than the fixed price for any such performance unless the Entertainer notifies the Club in writing of any charges to her customers of a different amount. In addition, nothing in this Agreement limits Entertainer from receiving tips directly from her customers, which are over-and-above the established price for such performances (Entertainer is not required to share her tips with anyone else).

THE PARTIES SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ENTERTAINMENT FEES ARE NEITHER TIPS NOR GRATUITIES, BUT ARE, RATHER, MANDATORY CHARGES TO THE CUSTOMER AS THE

PRICE FOR PURCHASING A PERSONAL ENTERTAINMENT PERFORMANCE.

12. **Business Relationship of Parties.**

A. The parties acknowledge that the business relationship created between them is that of a legal "licensing" arrangement where Entertainer is paying for the right to use the Premises for her own independent business activities. THE PARTIES SPECIFICALLY DISAVOW ANY EMPLOYMENT RELATIONSHIP BETWEEN THEM, and this Agreement shall not be interpreted as creating an employer/employee relationship or any contract for employment. ENTERTAINER UNDERSTANDS THAT THE CLUB WILL NOT PROVIDE TO HER ANY WAGE (WHETHER HOURLY OR OTHERWISE), OVERTIME PAY, EXPENSES, OR OTHER EMPLOYEE-RELATED BENEFITS.

B. The Club and Entertainer acknowledge that if the relationship between them was that of employer and employee, Entertainer would be paid, in accordance with § 203(m) of the Fair Labor Standards Act and applicable state law, the legally permitted "tip-credited" wage (\$2.13 per hour at the time of the drafting of this Agreement, and as adjusted by applicable law). The Club would then increase Entertainer's wages by the amount of tip income she earned and retained, up to the allowable tip credit (\$5.12 per hour at the time of the drafting of this Agreement, and as adjusted by applicable law), which could not exceed the amount of tips actually and ultimately received and retained by the Entertainer. If, in a workweek, Entertainer did not earn at least the full minimum wage through wages and retained tips, the Club would pay Entertainer the difference so that she earned the full minimum wage for each hour worked (\$7.25 per hour at the time of the drafting of this Agreement, and as adjusted by applicable law). These "tip credit" provisions would not apply unless Entertainer was informed of them; this document serving as such notice. The tip credit claimed by the Club cannot exceed the amount of tips actually received and retained by the tipped employee -- an accounting of which Entertainer agrees to provide to the Club. Entertainer would further be entitled to retain all tips - but not Entertainment Fees - that she might collect (the Club would not retain any portion of her tip income), although she would be required to pay 15% of her tips into a "tip pool" that would be distributed to non-dancer regularly tipped employees.

The parties additionally acknowledge that were the relationship between them to be that of employer/employee, Entertainer's employment would be "at will" (she could be fired at any time without cause and without prior warning), and the Club could control, among other things, Entertainer's: Work schedule and hours of work; job responsibilities; physical appearance (such as make-up, hairstyle, etc.); costumes/wearing

apparel; music; work habits; the selection of her customers; the nature, content, character, manner and means of her performances; and her ability to perform at other locations. ENTERTAINER REPRESENTS THAT SHE DESIRES TO BE ABLE TO MAKE ALL OF THESE CHOICES HERSELF, WITHOUT THE CONTROL OF THE CLUB, AND THE PARTIES AGREE THAT ALL SUCH DECISIONS ARE EXCLUSIVELY RESERVED TO HER CONTROL.

ENTERTAINER FURTHER REPRESENTS THAT SHE DOES NOT DESIRE TO PERFORM AS AN EMPLOYEE OF THE CLUB UNDER THE TERMS OUTLINED ABOVE, BUT, RATHER, DESIRES TO PERFORM AS A LEGAL LICENSEE OF THE CLUB CONSISTENT WITH THE OTHER PROVISIONS OF THIS AGREEMENT.

- C. If any court, tribunal, arbitrator, or governmental agency determines that the relationship between the parties is one of employment and that **Entertainer** is then entitled to the payment of wages from the **Club**, all of the following shall apply:
- i. In order to comply with applicable tax laws and to assure that the **Club** is not unjustly harmed and that **Entertainer** is not unjustly enriched by the parties having financially operated pursuant to this **Agreement**, the parties agree that **Entertainer** shall surrender, reimburse and remit to the **Club**, all **Entertainment Fees** received by her during all periods in which the court, tribunal, arbitrator, or governmental agency finds her to have been the employee of the **Club** (the "**Reclassification Period**") – all of which would otherwise have been collected and kept by the **Club** had they not been retained by **Entertainer** under the terms of this **Agreement**;
  - ii. **Entertainer** shall immediately remit to the **Club** 15% of all tips that she earned during the **Reclassification Period**, which shall be distributed to non-dancer regularly tipped employees, and shall provide to the **Club** a signed and legally compliant certification of all tip income earned by her during the **Reclassification Period**; and
  - iii. The relationship of the parties shall immediately convert to an employment arrangement under the terms in subparagraph 12(B).
- D. If at any time **Entertainer** believes that - - irrespective of the terms of this **Agreement** - - she is being treated as an employee by the **Club** or that her relationship with the **Club** is truly that of an employee, **Entertainer** shall immediately, but in no event later than three business days thereafter: i) provide notice to the **Club** in writing of her demand to be fully treated as an employee consistent with the terms of subparagraph 12(B) and applicable law; and ii) begin reporting all of her tip

income to the **Club** on a daily basis (such tip reporting being legally required of all regularly tipped employees). The **Club** shall then convert **Entertainer** to an employee consistent with the provisions of subparagraph 12(B) of this **Agreement** and the "Employee Status" provisions of the Business Status Selection by **Entertainer** document previously signed by **Entertainer**.

- E. If at any time during this **Agreement** **Entertainer** desires to convert to being an employee-entertainer, **Entertainer** shall notify the **Club** of her desire in writing, and the **Club** shall thereafter convert her to an employee consistent with the provisions of subparagraph 12(B) of this **Agreement** and the "Employee Status" provisions of the Business Status Selection by **Entertainer** document previously signed by **Entertainer**.

13. **Taxes.** **Entertainer** is exclusively responsible for, and shall pay, all federal, state, and local taxes and contributions imposed upon any income earned by **Entertainer** while performing on the **Premises**.

14. **Scheduling of Showtimes.** **Entertainer** shall determine the days when she desires to utilize the **Premises** (each such day being one "**Showtime**"). **Entertainer** may, but need not, select, at least one week in advance, the days she desires to utilize the **Premises** during the following week. **Entertainer** may be permitted to lease space on the **Premises** on days and during weeks when she has not scheduled herself to perform, subject to space availability.

15. **License Fees.** **Entertainer** agrees to pay a license fee ("**License Fee**") for each **Showtime** that she performs in an amount set out in Exhibit "A." The **License Fee** shall be paid upon arrival of the **Showtime** for which the fee is due.

16. **Material Breach by Club.** The **Club** materially breaches this **Agreement** by failing to provide to **Entertainer** access to the designated portions of the **Premises** on any day she schedules, or by willfully violating any law governing the operation of the **Club**. The **Club** shall not be liable for acts of God or other causes beyond its reasonable control.

17. **Material Breach by Entertainer.** **Entertainer** materially breaches this **Agreement** by failing to maintain any and all required licenses and/or permits; willfully violating any law while on the **Premises**; engaging in any unlawful activities off the **Premises** which could pose legal jeopardy for the **Club**; failing to appear for **Showtimes** for 14 consecutive days in any one calendar month; failing to pay any **License Fee** when due; or claiming the business relationship with the **Club** as being other than that of a licensing arrangement.

**18. Termination/Breach.** Either party may terminate this Agreement, without cause, upon thirty (30) days' notice. Upon material breach, the non-breaching party may terminate this Agreement upon twenty-four (24) hours' notice or as otherwise may be provided by law. Nothing in this paragraph, however, shall allow Entertainer to perform on the Premises without a valid license or permit, if applicable, or to continue to engage in conduct in violation of any laws.

**19. Severability.** If any provision of this Agreement is declared to be illegal or unenforceable, this Agreement shall, to the extent possible, be interpreted as if that provision was not a part of this Agreement; it being the intent of the parties that such part be, to the extent possible, severable from this Agreement as a whole. Nevertheless, in the circumstance of a judicial, arbitration, or administrative determination that the business relationship between Entertainer and the Club is something other than that of a licensing arrangement, the relationship between Entertainer and the Club shall be governed by the provisions of subparagraph 12(B).

**20. Governing Law.** This Agreement shall be interpreted pursuant to the laws of the State of Tennessee, except as may be preempted by the Federal Arbitration Act.

**21. ARBITRATION/WAIVER OF CLASS AND COLLECTIVE ACTIONS/ATTORNEY FEES AND COSTS.**

NOTE: PROCEEDINGS IN ADMINISTRATIVE AGENCIES, SUCH AS THE NATIONAL LABOR RELATIONS BOARD, THE DEPARTMENT OF LABOR, AND THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, ARE NOT GOVERNED OR BARRED BY THE PROVISIONS IN THIS PARAGRAPH 21.

A. ANY CONTROVERSY, DISPUTE, OR CLAIM ARISING OUT OF, OR RELATING IN ANY WAY TO, THIS AGREEMENT, ITS TERMINATION, ENTERTAINER PERFORMING AND/OR WORKING AT THE CLUB AT ANY TIME, OR THE TERMINATION OF SUCH PERFORMANCES OR WORK FOR ANY REASON (ALL SUCH CONTROVERSIES, DISPUTES, AND CLAIMS BEING REFERRED TO COLLECTIVELY IN THIS PARAGRAPH 21 SIMPLY AS A "CLAIM," OR AS "CLAIMS"), SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION HELD PURSUANT TO THE FEDERAL ARBITRATION ACT (THE "F.A.A.").

THIS REQUIREMENT TO ARBITRATE ANY AND ALL NON-ADMINISTRATIVE CLAIMS APPLIES REGARDLESS OF WHETHER SUCH A CLAIM IS BASED UPON CONTRACT, TORT OR OTHER COMMON LAW, STATUTE, REGULATION, ORDINANCE, OR OTHERWISE, AND

REGARDLESS OF WHETHER A CLAIM BY ONE PARTY IS ONLY AGAINST THE OTHER PARTY OR IS AGAINST PERSONS OR ENTITIES ASSOCIATED WITH THE OTHER PARTY, INCLUDING BUT NOT LIMITED TO PAST, PRESENT, AND FUTURE OWNERS, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, CONSULTANTS, AND/OR AGENTS -- SUCH INDIVIDUALS AND ENTITIES ALSO BEING CONSIDERED TO BE A "PARTY" OR "PARTIES" FOR PURPOSES OF THIS PARAGRAPH 21.

THE ARBITRATION PROCEEDING SHALL OCCUR IN THE STATE OF TENNESSEE AND SHALL BE ADMINISTERED BY AN INDEPENDENT NEUTRAL ARBITRATOR AGREED UPON BY THE PARTIES, WHO SHALL BE PERMITTED TO AWARD -- SUBJECT ONLY TO THE RESTRICTIONS CONTAINED IN THIS PARAGRAPH 21 -- ANY RELIEF AVAILABLE IN A COURT. THE PARTIES WAIVE ANY RIGHT TO LITIGATE SUCH CLAIMS IN A COURT OF LAW, AND WAIVE THE RIGHT TO TRIAL BY JURY.

NO DEMAND FOR ARBITRATION MAY BE MADE AFTER THE DATE WHEN THE COMMENCEMENT OF LEGAL OR EQUITABLE PROCEEDINGS BASED ON SUCH A CLAIM WOULD BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS.

THE ARBITRATOR SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTES OVER THE FORMATION, VALIDITY, INTERPRETATION, AND/OR ENFORCEABILITY OF ANY PART OF THIS AGREEMENT, INCLUDING THE ARBITRATION PROVISIONS CONTAINED IN THIS PARAGRAPH 21.

EACH PARTY SHALL INITIALLY BE RESPONSIBLE FOR THEIR OWN ATTORNEY FEES AND OUT-OF-POCKET COSTS ASSOCIATED WITH THE ARBITRATION PROCEEDING. THE ACTUAL COSTS OF ARBITRATION (THE ARBITRATOR'S FEES AND RELATED EXPENSES) SHALL BE BORNE EQUALLY BY THE ENTERTAINER AND THE CLUB UNLESS APPLICABLE LAW REQUIRES THE ARBITRATOR TO IMPOSE A DIFFERENT ALLOCATION.

EITHER PARTY MAY REQUEST AN ARBITRATOR EXPERIENCED IN THE ADULT ENTERTAINMENT INDUSTRY. THE PROCEEDINGS SHALL BE CONDUCTED IN ACCORDANCE WITH THAT LEVEL OF DUE PROCESS REQUIRED FOR ARBITRATIONS. THE ARBITRATOR'S DECISION SHALL BE FINAL, SUBJECT ONLY TO REVIEW UNDER

**THE F.A.A., OR AS PROVIDED FOR IN THIS PARAGRAPH 21.** ANY AWARD BY THE ARBITRATOR MAY BE ENTERED AS A JUDGMENT IN ANY COURT HAVING JURISDICTION.

- B. ENTERTAINER AND THE CLUB AGREE THAT ANY AND ALL CLAIMS THAT THEY MAY HAVE AGAINST THE OTHER (AND/OR AGAINST ANY PERSONS OR ENTITIES ASSOCIATED WITH THE OTHER PARTY), SHALL BE BROUGHT AND MAINTAINED INDIVIDUALLY BY THAT PARTY IN ARBITRATION; THAT THEY WILL NOT CONSOLIDATE THEIR CLAIMS WITH THOSE OF ANY OTHER PERSON OR ENTITY; THAT THEY WILL NOT SEEK CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION TREATMENT FOR ANY CLAIM; AND THAT THEY WILL NOT PARTICIPATE, IN ORDER TO RESOLVE A CLAIM, IN ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST THE OTHER PARTY (AND/OR AGAINST PERSONS OR ENTITIES ASSOCIATED WITH THE OTHER PARTY).

ACCORDINGLY, THE ARBITRATOR SHALL NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIM, AND MAY NOT PRESIDE OVER ANY FORM OF REPRESENTATIVE, CLASS, OR COLLECTIVE PROCEEDINGS. IN THE EVENT AN ACTION IS BROUGHT IN ARBITRATION ON BEHALF OF MULTIPLE INDIVIDUALS AND/OR ENTITIES, THE ARBITRATOR SHALL HAVE ONLY THE AUTHORITY TO DIVIDE THE ACTION INTO INDIVIDUAL PROCEEDINGS; EACH THEN TO BE HEARD BY AN INDIVIDUAL ARBITRATOR.

SHOULD AN ARBITRATOR RULE ON WHETHER A MATTER MAY PROCEED AS A REPRESENTATIVE, CLASS OR COLLECTIVE ARBITRATION (A "SCOPE OF ARBITRATION RULING"), THE ARBITRATOR SHALL IMMEDIATELY STAY ALL PROCEEDINGS FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING SUCH A RULING TO PERMIT ANY PARTY TO MOVE A COURT OF COMPETENT JURISDICTION TO CONFIRM OR VACATE THE SCOPE OF ARBITRATION RULING. IF, AT THE END OF SUCH 30 DAY PERIOD, NO PARTY HAS MOVED FOR JUDICIAL REVIEW, THE ARBITRATOR SHALL PROCEED WITH THE ARBITRATION. HOWEVER, IF EITHER PARTY HAS SOUGHT JUDICIAL REVIEW DURING THAT PERIOD, THE ARBITRATION SHALL BE STAYED UNTIL THE RULING OF THE COURT AND THE CONCLUSION OF ANY AND ALL APPEALS FROM SUCH RULING.

IN THE EVENT THAT EITHER ENTERTAINER OR THE CLUB ARE MADE, AT ANY TIME, A MEMBER OF A CLASS IN ANY PROCEEDING BARRED BY THE PROVISIONS OF THIS PARAGRAPH 21(B), THEY AGREE TO "OPT OUT" AT THE FIRST OPPORTUNITY.

- C. IF AT ANY TIME THE PROVISIONS OF PARAGRAPH 21(B) THAT REQUIRE CLAIMS ONLY TO BE BROUGHT ON AN INDIVIDUAL BASIS ARE RULED TO BE UNENFORCEABLE, THEN THE ARBITRATION MAY PROCEED AS AN OPT IN COLLECTIVE ACTION GENERALLY UTILIZING THE PROCEDURES ADOPTED UNDER 29 U.S.C. § 216(b) OF THE FAIR LABOR STANDARDS ACT FOR DETERMINING THE PARTICIPANTS IN SUCH AN ACTION.

UNDER NO CIRCUMSTANCE SHALL AN ARBITRATION PROCEED ON A CLASS ACTION, OPT OUT, BASIS; THE PARTIES SPECIFICALLY INTENDING THAT IF CLASS ACTION PROCEEDINGS ARE DEEMED TO BE LEGALLY REQUIRED, THEN THEY AND ALL OTHER RELATED CLAIMS SHALL BE ADMINISTERED BY A COURT OF LAW.

- D. SHOULD A PARTY SEEK EMERGENCY RELIEF TO PREVENT OR ABATE ALLEGED IRREPARABLE HARM AND THE PARTIES BE UNABLE TO AGREE TO AN ARBITRATOR WITHIN THREE (3) BUSINESS DAYS, THE PARTIES SHALL JOINTLY PETITION A COURT OF COMPETENT JURISDICTION FOR APPOINTMENT OF A NEUTRAL ARBITRATOR TO PRESIDE OVER THE REQUEST FOR EMERGENCY RELIEF.

- E. IN THE EVENT THAT ANY PARTY CHALLENGES, OR IS REQUIRED TO INITIATE PROCEEDINGS TO ENFORCE, THE ARBITRATION REQUIREMENTS OF THIS PARAGRAPH 21, THE PREVAILING PARTY TO SUCH CHALLENGES/ENFORCEMENT PROCEEDINGS SHALL BE ENTITLED TO AN AWARD OF ALL COSTS, INCLUDING REASONABLE ATTORNEY FEES, INCURRED IN LITIGATING SUCH ISSUES.

- F. ANY RULING ARISING OUT OF A CLAIM BETWEEN THE PARTIES SHALL, TO THE EXTENT NOT PRECLUDED BY LAW, AWARD COSTS INCURRED FOR THE PROCEEDINGS, INCLUDING REASONABLE ATTORNEY FEES, TO THE PREVAILING PARTY.

G. THE ARBITRATION PROVISIONS OF THIS PARAGRAPH 21 SUPERSEDE ANY PRIOR ARBITRATION AGREEMENT(S) ENTERED INTO BETWEEN THE CLUB AND THE ENTERTAINER.

ALL PORTIONS OF THIS PARAGRAPH 21 SURVIVE EXPIRATION, TERMINATION, AND/OR CANCELLATION OF THIS AGREEMENT.

22. Superseding Effect. The execution of the AGREEMENT by the parties shall terminate any similar agreement or other similar contract currently in effect between the parties.

(THIS SPACE INTENTIONALLY LEFT BLANK)

This Agreement is immediately terminated if Entertainer is not of legal age. Entertainer specifically represents that she is of lawful age or older, that she has provided appropriate identification verifying her age, and that such identification is valid and authentic.

BY SIGNING THIS DOCUMENT, ENTERTAINER REPRESENTS THAT SHE HAS RECEIVED A COPY OF, AND HAS FULLY READ, THIS AGREEMENT; THAT SHE UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF ITS TERMS; AND THAT SHE HAD OPPORTUNITIES TO BOTH ASK QUESTIONS REGARDING THIS AGREEMENT'S CONTENT AND HAVE IT REVIEWED BY PERSONS OF HER CHOICE, INCLUDING BY ATTORNEYS AND ACCOUNTANTS.

**"CLUB"**

D.E.A. Corporation  
d/b/a Mouse's Ear

By: \_\_\_\_\_  
[signature]

\_\_\_\_\_  
[printed name]

Its: \_\_\_\_\_

Date \_\_\_\_\_

**"ENTERTAINER"**

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[printed name]

\_\_\_\_\_  
[stage name]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[city, state, zip code]

\_\_\_\_\_  
[phone number]

\_\_\_\_\_  
[Entertainer's license/permit number – if applicable]

Date \_\_\_\_\_

**"PREMISES"**

8873 Kingston Pike  
Knoxville, TN 37923