

Ucl. See .

COURTNEY SIBBETT MPM

WWW.COURTNEYSIBBZ.COM *208-869-9299

PO Box 571 Eagle, ID 83616

COURTNEY@SIBBZ.COM



FREELANCE WORK CONTRACT

This Agreement, made this ___9th day of February 2020 between, COURTNEY SIBBETT DBA COURTNEY SIBBZ and/or TYSON SIBBETT DBA SIBBZ Industries LLC hereinafter referred to as "Company", and Dr. Swan Music LLC event Summer's End Aug 22, 2020, hereinafter referred to as "Client", collectively referred to as the "Parties".

Courtney SIBBZ "Company" is engaged in providing consulting business services, with his/her principal place of business at PO Box 571 Eagle, ID 83616 and operates e-commerce operations at www.courtneysibbz.com.

Courtney SIBBZ "Company" represents that the company complies with all Federal, State, and local laws regarding business permits, sales permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said business and the Scope of Work which is to be performed as a Freelancer pursuant to this Agreement. Client is or remains open to conducting similar tasks or activities for entities other than the Company and holds himself out to the public to be a separate business entity.

Company desires to engage and contract for the services of the Client to perform certain tasks as set forth below.

NOW, THEREFORE , in consideration of above and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

_____ **CLIENT INITIALS LPH / DSM**

SCOPE OF WORK:

SIBBZ KREW SUMMER'S END 2020 W/COURTNEY AND TYSON SIBBETT

SIBBZ SPONSORSHIP+PRIVATE LODGING + HOSPITALITY AUG. 21-AUG. 23RD 2020 HAILEY, ID

VOLUNTEER COORDINATION FEE: \$1000

VOLUNTEER SIGNUP FOR EVENT STARTS JULY 12TH / LAST CALL AUG. 5TH 2020

BOX OFFICE COORDINATION AND STAFFING FEE: \$1000

CAMPING COORDINATION AND STAFFING FEE: \$2500.00

TASKS, DUTIES, AND SCOPE OF WORK

Company agrees to devote the necessary hours to fulfill the Scope of Work for the Client. The above to be referred to in this Agreement as the "Scope of Work." It is expected that the Scope of Work will be completed between the "Company" and the "Client".

Company shall additionally perform any and all tasks and duties associated with the Scope of Work set forth, including but not limited to, work already being performed. Company shall not be entitled to engage in any activities that are not expressly set forth by this Agreement.

The records related to the Scope of Work set forth in this Agreement shall be maintained by the Company at the Company's principal place of business. Expenses incurred by Company in the completion of the Scope of Work will be reimbursed by the Client with the submission of documentation for said expenses. The Client must pre-approve expenses greater than \$50 before they are incurred.

COMPENSATION

Company shall be entitled to compensation for performing those tasks and duties related to the Scope of Work as follows:

a) Payment of \$1000.00 on 10TH DAY OF APRIL - 2020.

b) PAYMENT OF \$1000.00 ON 10TH DAY OF JUNE, 2020
PAYMENT OF \$2500.00 ON 10TH DAY OF AUGUST, 2020

Client hereby promises and agrees to indemnify the Company for any damages or expenses, including attorney's fees, and legal expenses, incurred by the Company as a result of Client's failure to make such required payments.

CLIENT INITIALS LPH / DSM

TERMINATION

This Agreement may be terminated prior to the completion or achievement of the Scope of Work by either party giving 30 days written notice. Such termination shall not prejudice any other remedy to which the terminating party may be entitled, either by law, in equity, or under this Agreement.

CLIENT INITIALS LPH / DSM

NON-DISCLOSURE OF TRADE SECRETS, CUSTOMER LISTS AND OTHER PROPRIETARY INFO

Company agrees not to disclose or communicate, in any manner, either during or after Client's agreement with Company, proprietary information about Client, its operations, clientele, or any other proprietary information, that relate to the business of Company including, but not limited to, intellectual property developed during the completion of the Scope of Work, the Company's marketing strategies, operations, or any other information of any kind which would be deemed confidential, a trade secret, or other form of proprietary information of Company. Client acknowledges that the above information is material and confidential and that it affects the profitability of Company. Client understands that any breach of this provision, or that of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement. To the extent Client feels they need to disclose confidential information, they may do so only after obtaining written authorization from Courtney Sibbett.

NON-RECRUIT COVENANT

Client shall not, during this Agreement and for a period of *one year* immediately following termination of this agreement, either directly or indirectly, recruit any of Company's employees or contractors for the purpose of any outside business.

RETURN OF PROPERTY

On termination of this Agreement, or whenever requested by the parties, each party shall immediately deliver to the other party all property in its possession, or under its care and control, belonging to the other party to them, including but not limited to, proprietary information, intellectual property, computers, equipment, documents, plans, recordings, software, and all related records or accounting ledgers.

EXPENSE ACCOUNTS

Client and the Company agree to maintain separate accounts in regards to all expenses related to performing the Scope of Work. Client is solely responsible for payment of expenses incurred pursuant to this Agreement except as provided other in provisions above.

WORKS FOR HIRE

Client agrees that the Scope of Work, all tasks, duties, results, inventions and intellectual property developed or performed pursuant to this Agreement are considered "works for hire" and that the results of said work is by virtue

of this Agreement assigned to the Company and shall be the sole property of Company for all purposes, including, but not limited to, copyright, trademark, service mark, patent, and trade secret laws.

LEGAL COMPLIANCE

Company and Client are encouraged to treat all company employees, customers, clients, business partners and other affiliates with respect and responsibility. Company and Client are required to comply with all laws, ethical codes and company policies, procedures, rules or regulations, including those forbidding sexual harassment, discrimination, and unfair business practices.

PERSONS HIRED BY COMPANY

All persons hired by Company are to assist in performing the tasks and duties necessary to complete the Scope of Work shall be the employees of Company unless specifically indicated otherwise in an agreement signed by all parties.

NOTICES

Any notice to be given hereunder by any party to the other may be affected either by personal delivery in writing, or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraphs of this Agreement, but each party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing. Client agrees to keep Company current as to their business and mailing addresses, e-mail addresses, as well as telephone, facsimile numbers.

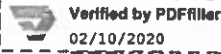
ATTORNEY'S FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements incurred both before or after judgment in addition to any other relief to which such party may be entitled.

MEDIATION AND ARBITRATION

Any controversy between the parties to this Agreement involving the construction or application of any of the terms, provisions, or conditions of this Agreement, shall on written request of either party served on the other, be submitted first to mediation and then if still unresolved to binding arbitration. Said mediation or binding arbitration shall comply with and be governed by the provisions of the American Arbitration Association for Commercial Disputes unless the Parties stipulate otherwise. The attorneys' fees and costs of arbitration shall be borne by the losing party,

Executed On: CAMPING - SUMMER'S END - 8-21 + 8-22 HOP PORTER PARK + CITY COUNTY STORAGE LOT + TBD LOT WE:
OF LION'S PARK - HAILEY, IDAHO - BL



DRSWANMUSIC - SUMMER'S END - THE DRAPER RENDEZVOUS

Company's Signature: *Lupe P. Henry* DRSWANMUSIC / SUMMER'S END - TDR 02/10/2020

Company's Printed Name: LUKE P. HENRY / DRSWANMUSIC / SUMMER'S END - THE DRAPER RENDEZVOUS

Company/ Job Title: CEO / PROMOTOR / PRODUCER / ENTREPRENEUR / PRESIDENT