

DEREK MACK BAND
"PERFORMANCE AGREEMENT"

This Performance Agreement (this "Agreement") for the professional services of musicians/artist to perform at the event described herein (the "Event") is made this 17th day of September 2018 (the "Effective Date"), by and between Association Of Florida Colleges/Michael Brawer CEO (Rep) and Shawn D. McCray ("McCray" and together with the Derek Mack Band herein called "Artist").

WHEREAS, the Artist is one of South Florida's premier show bands consisting of Eight (8) members; and Sound & light production.

WHEREAS, Association Of Florida Colleges/Michael Brawer CEO (Rep) desires to engage the Artist to perform and provide its professional services to performing music at the Event (the "Services").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree that the Artist shall provide the services to Association Of Florida Colleges/Michael Brawer CEO (Rep) upon the following terms:

1. **Event Date:** (Thursday) November 8, 2018
2. **Event Location:** Wyndham Orlando Resort International
8001 International Drive
Orlando, Florida 32819
3. **Event Type:** AFC Presidential gala
4. **Event Times:** 9:00pm – 12:00am
5. **Event Set hours (Time for performance of Services):** (3) hours commencing at 9:00pm.
6. **Performance Fee:** \$3000.00
 - a. **Deposit Required:** \$1500.00 (due on effective date)
 - b. **Balance Due:** \$1500.00 to be delivered by Michael Brawer CEO (Rep) to McCray, No later than 24 hours before commencement of the Event via Corporate Check, Cash Money, Money Order, Or Bank Cashier's Check.
7. **Payments:** All money should be made payable to Shawn D. McCray d/b/a Riviera Sol Entertainment & Enterprises LLC, 433 Silver Beach Rd., Florida 33403.
8. **Refunds:** All deposits are non-refundable, except that upon any breach of this Agreement or misrepresentation hereunder by McCray, or non-performance of the Services by the Artist, all payments made under this Agreement shall be refundable in full.

9. **Special Provisions:** At the Event, (a) Association Of Florida Colleges/Michael Brawer CEO (Rep) shall provide 4 Hotel Rooms and a dinner of its selection for the Artist and the Artist's staff, (b) the artist shall provide continuous music between breaks in the services via its disc jockey, (c) all members of the Artist and the Artist's staff will address in semi-formal attire, and (d) AFC/Michael Brawer CEO will pay an additional fee of \$500.00 per each 15mins beyond 3 hours of Services performed.
10. **Force Majeure:** The obligation of the Artist to perform the Services hereunder is subject to proven detention by riot, acts of God or natural disaster. In any such event, the artist is not obligated to perform and any or all monies received hereunder shall be returned to AFC/Michael Brawer CEO.
11. **Substitute Performance:** In case of illness or accident Artist shall, at least 48 hours prior to the Event, provide a substitute band to perform at the Event at Artist's sole expense. Such band shall be subject to the prior written approval of and shall perform under the terms and conditions herein. In any such event the deposit will be refunded in full.
12. **Representations of McCray:** McCray represents and warrants to AFC/Michael Brawer CEO that he has all necessary power and authority to act on behalf of The Derek Mack Band as contemplated by the terms of this Agreement and that he or she shall full cooperate with McCray in furtherance of his and their obligations under this Agreement and shall fully and timely cooperate with AFC/Michael Brawer CEO in their provision of the Services.
13. **Amendment; Waiver:** No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. No failure or delay by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall operate as a waiver of any such right, power or remedy.
14. **Severability:** If any term or provision hereof should be held to be invalid, unenforceable, or illegal, such holding will not invalidate or render unenforceable any other provision hereof, and the remaining provisions will not be impaired thereby. In the event that any provision of this Agreement is found to be inconsistent with applicable law, the parties hereby provide that a court of competent jurisdiction shall modify and enforce such provision only to the extent necessary to conform to applicable law and to effectuate the purposes of such provision.
15. **Counterparts:** This Agreement may be executed (including by electronic signature) in multiple counterparts, each of which will be an original but all of which will constitute one and the same agreement.
16. **Entire Agreement:** Unless otherwise specified in this Agreement, this Agreement embodies the entire understanding of the parties with respect to any matter addressed in this Agreement and any and all prior agreements shall be superseded hereby

17. **Indemnification:** McCray hereby agrees to and shall indemnify and hold harmless AFC/Michael Brawer CEO and each of AFC/Michael Brawer CEO affiliates and each and all of their directors, officers, managers, members, equity-holders, employees and agents, as applicable (collectively, the "Non-Breaching Parties") from and agents, as applicable liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees and disbursements (singularly, a "Loss", and collectively, the "Losses") incurred or sustained by, or imposed upon, the Non-Breaching Parties based upon, arising out of, with respect to, by reason of or relating to: (a) any failure, breach or Misrepresentation by made by McCray in this agreement, as of the date such representation of warranty was made or as if such representation or warranty was made on and as of the Effective Date; and (b) any failure to perform or breach by McCray and/or the Artist of any covenant, agreement, obligation or undertaking made by McCray and/or the Artist under this Agreement.
18. **Independent Contractors:** Notwithstanding anything in this Agreement to the contrary, the parties are independent contractors and this agreement does not constitute or create a general agency, joint venture, partnership, employment relationship, or franchise between them.
19. **Notices:** All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt, or (c) upon e-mail with electronic receipt confirmation thereof. All communications shall be sent to the parties at their address included with the signatures below.

The signing of this Agreement will constitute as a legal and binding agreement. AFC/Michael Brawer CEO and the Artist fully understand and accept all terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

"RSE&E"

"Employer"

By: Shawn D. McCray Sr.

Name: Shawn D. McCray Sr.
 Title: President
 Address: 433 Silver Beach Rd
 Lake Park, Florida 33403
 Email: rivierasolent@aol.com
 Phone: 561-305-4604

By: _____

Name: Michael Brawer
 Title: CEO
 Address: 1725 Mahan Drive
Tallahassee, FI 32308
 Email: MKiner@myafchome.org
 Phone: 850-222-3222