

# ENTERTAINER 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 INDIVIDUALLY ARBITRATE DISPUTES, WHICH IS FOUND IN PARAGRAPH 21). IF YOU HAVE ANY QUESTIONS, FEEL FREE TO TALK TO THE CLUB'S 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 use certain portions of the “**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 and who runs her own business that provides such entertainment services and is licensed to do so (if legally required), desires to obtain the right to use certain areas of the **Premises** for her professional activities.

## TERMS OF LEASE:

**Club** and **Entertainer** agree as follows:

1. **Use of Premises/Term.** The **Club** grants to **Entertainer** the right, during normal business hours, to jointly, along with other entertainers, use the stage areas and certain other portions of the **Premises** designated by the **Club**. This **Lease** begins today and ends on the earlier of: **A)** July 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 July 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 manner she so desires.

3. **Assignment.** This **Lease** is for **Entertainer's** personal skills and artistic talent. Consequently, **Entertainer** has no right to assign any of her rights or obligations in this **Lease** 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 Entertainer 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, topless or nude dance entertainment (as legally permitted), and to perform in stage promotion rotations;

- B. Obtain, keep in effect, and have in her possession at all times while she is on the **Premises**, any and all required licenses, health cards, 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.** 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 upscale, high-end, entertainment

facilities.

8. **Intellectual Property.** **Entertainer** retains all intellectual property rights to her performances, stage name 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/"Scrip".** In consultation with the entertainers who use space on the **Premises**, the **Club** shall establish fixed fees as the price for certain personal 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 lower amount. Nothing in this **Agreement**, however, limits **Entertainer** from receiving tips 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.

The **Club** permits the use of a payment certificates purchased by patrons on credit and/or debit cards (referred to here as "**Scrip**"). **Scrip** is only to be used for the payment of **Entertainment Fees**, and **Entertainer** is under no obligation to use or accept **Scrip** as payment of her personal entertainment performances. **Scrip** certificates have no cash value.

For all **Scrip** certificates redeemed by **Entertainer**, the **Club** shall remit to **Entertainer** the sums set forth on the **SPECIFICATIONS** section of this **Agreement** which are calculated based upon: (1) The costs associated in administering the **Scrip** program; (2) the portion of the credit card transaction fees for the **Scrip** purchases allocated to the monies remitted to **Entertainer**; (3) an estimate of revenues remitted by the **Club** to **Entertainer** for fraudulent **Scrip**; and (4) the estimated credit card chargebacks allocated to the

monies received by **Entertainer** through **Scrip**.

## 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, the **Club** would be required to collect, and would retain, all **Entertainment Fees** paid by customers to **Entertainer** – ENTERTAINER SPECIFICALLY ACKNOWLEDGING THAT IN AN EMPLOYER/EMPLOYEE RELATIONSHIP ALL ENTERTAINMENT FEES WOULD BE, BOTH CONTRACTUALLY AND AS A MATTER OF LAW, THE PROPERTY OF THE CLUB AND NOT THE PROPERTY OF ENTERTAINER. ENTERTAINER'S RIGHT TO OBTAIN AND KEEP ENTERTAINMENT FEES IS SPECIFICALLY CONTINGENT UPON THE BUSINESS RELATIONSHIP OF THE PARTIES BEING THAT OF A LICENSING STRUCTURE.

Under such an employment relationship, **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**; with **Entertainer** agreeing to provide for each pay period a signed certification of all tips received and retained. 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. **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 TENANT 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**;
  - iii. Any **Entertainment Fees** from the **Reclassification Period** that **Entertainer** does not return to the **Club** shall be deemed service charges paid by the

customer and shall be accounted for by the **Club** as such. The **Club** shall then be entitled to a credit against any wages due in the amount of the **Entertainment Fees** retained by **Entertainer**, and such fees shall therefore constitute wages paid from the **Club** to **Entertainer**. In such circumstances, the **Club** shall immediately submit to the IRS and applicable state taxing authorities all necessary filings regarding such income; and

- iv. 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 applicable taxes and contributions imposed upon any income earned by **Entertainer** while performing on the **Premises**.
14. **Scheduling of Performance Dates.** **Entertainer** shall determine the days when she desires to utilize the **Premises**. **Entertainer** shall select, at least one week in advance, the days she desires to utilize the **Premises** during the following week. **Entertainer** may be permitted to use space on the **Premises** on days and during weeks when she has not scheduled herself to perform, subject to space availability.
- Each entertainment session selected by **Entertainer** shall be referred to as one “**Show Date**.”
15. **License Fees.** **Entertainer** agrees to pay a license fee (“**License Fee**”) for each **Show Date** that she performs in accordance with Exhibit “A” attached hereto. The **License Fee** shall be paid by the end of the **Show Date** 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 G-d 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**; failing to appear for a scheduled **Show Date** on two or more occasions 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 structure, 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 North Carolina, 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).**

**THE ARBITRATION PROCEEDING SHALL OCCUR IN THE STATE OF NORTH CAROLINA, 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.

ARBITRATION AGREEMENT(S) ENTERED INTO BETWEEN THE CLUB AND THE ENTERTAINER.

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.

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

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

G. THE ARBITRATION PROVISIONS OF THIS PARAGRAPH 21 SUPERSEDE ANY PRIOR

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”

“ENTERTAINER”

\_\_\_\_\_  
(Corporate Name of Club)

\_\_\_\_\_  
(Signature)

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Stage Name)

Its:

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(City, State, Zip Code)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Entertainer's license/ Permit Number-if applicable)

“PREMISES”

\_\_\_\_\_  
(Entertainer's I.D. Number)

\_\_\_\_\_  
(Street Address)

Date: \_\_\_\_\_

\_\_\_\_\_  
(City, State, and Zip Code)