

MARIN CENTER PRESENTS
10 Avenue of the Flags, San Rafael, CA 94903
415/499-6400 FAX 415-499-3700

THIS AGREEMENT, made and entered into this 19TH day of SEPTEMBER, 2006, by and between the COUNTY OF MARIN, as operator of the Marin Center, hereinafter referred to as "County" and KODO/IMG ARTISTS - CARNAGIE HALL TOWER, hereinafter referred to as "Contractor",

WITNESSETH:

In consideration of the mutual promises as hereinafter contained, the parties hereto agree as follows:

1. Contractor shall perform those services outlined, during the time specified, in EXHIBIT "A" attached hereto, and by this reference incorporated herein.
2. Contractor shall perform the services as aforesaid, in a manner compatible with the standards of Contractor's profession.
3. The parties hereto agree that Contractor (including Contractor's agents, servants, and employees) is not an agent or employee of the County of Marin, but an independent contractor solely responsible for Contractor's acts, and this Agreement shall not be construed as an agreement for employment.
4. County agrees to pay Contractor the sum of: NOT TO EXCEED THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS, (\$37,500.00), for the rendering of the aforesaid services; said sum to be paid as follows: IN FULL AT CLOSE OF PERFORMANCE, PAYABLE TO IMG ARTISTS.
5. It is specifically understood and agreed that Contractor is an independent contractor and is not subject to the direction and control of County except as to final result. Contractor shall be solely liable and responsible to pay all required taxes and other obligations, including but not limited to withholding and Social Security. Contractor agrees to indemnify and hold the County harmless from any liability which it may incur to the Federal or State Governments as a consequence of this contract.
6. License expressly agrees to indemnify, defend, and save free and harmless the County, its officers, employees, agents and licensees (individually and collectively), from all claims of any person or persons for injuries to person or property occasioned by or in connection with the services provided in Exhibit A.
7. Contractor and sub-contractor shall not discriminate against any individual based on race, color, religion, nationality, sex, or handicapped condition.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

SEE EXHIBIT "A" ATTACHED

BY: _____
Jim Farley, Director
Cultural and Visitor Services

BY: _____
President, Board of Supervisors

BY: _____
County Counsel, County of Marin

BY: _____
Contractor KODO/IMG ARTISTS

FEDERAL TAX ID# _____ (W-9 sent)

DAVID NEWAY, IMG ARTISTS - CARNAGIE HALL TOWER
152 WEST 57TH ST. 5TH FLOOR
NEW YORK NY 10019

DATE: _____

PHONE: 212.994.3505 FAX: 212.994.3550

EXHIBIT "A"

CALIFORNIA FRANCHISE TAX BOARD

All California Fairgrounds are required by the California Franchise Tax Board to withhold taxes for non-resident individuals and corporations not having a permanent place of business in California. The Franchise Tax Board will advise and may require the Marin Center to withhold taxes after determining the status of the performing entity. In such event, the Marin Center will so inform Contractor as soon as reasonable after such notification is received from the State of California and shall deduct the required amount from the payment specified in this contract, and pay directly to California Franchise Tax Board to be credited to Contractor's account. Should you have any questions regarding your status and tax rate, please contact::

Withholding at Source Coordinator
Franchise Tax Board - Entertainment Division
P. O. Box 651
Sacramento, CA 95812-0651 Phone: 916/845-6262

CONTRACTOR AGREES:

1. That all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their representatives and further agrees to indemnify and hold the County of Marin, Marin Center, its officers, agents, and employees harmless from any and all claims, losses, or expenses incurred with regard hereto.
2. To provide a performance of "Kodo" at the Marin Veterans' Memorial Auditorium at Marin Center on Thursday, February 1, 2007, at 7:30 p.m.
3. That Artist agrees not to do another public performance within a thirty (30) mile radius of San Rafael, California, from October 1, 2006, to July 15, 2007, with the exception of the 3 additional performances at Cal Performances in Berkeley, California.

COUNTY AGREES:

1. To pay Contractor \$37,500.00 in full at close of performance, payable to IMG Artists.

MARIN CENTER AND COUNTY FAIR
INTER-OFFICE MEMORANDUM

Date: February 1, 2007
To: Chris, Box Office
Cindi, Dick, Marion
From: Jim Farley
Re: MCP/KODO/THURSDAY, FEBRUARY 1, 2007, 7:30 P.M.

Please withhold the following for each performance of above event:

Rental Charge	\$1,200.00
Overage up to \$800 (for rental max of \$1600)	\$
Stage Technician	\$
Equipment Rental, incl. Shell or Pit Seats, if appl.	\$
Vending...pls get this from Event Coord...Thanks	\$
Ushers at \$400/performance	\$ 400.00
Insurance Handling Fee	\$ 25.00
CFSA Liability Insurance Charge (Cindi: pls may I have a check for \$175, payable to CFSA, by November 1, 2006 to event. Thanks,LG)	\$ 175.00
Advertising...pls get from Jim	\$

Thanks.

lg