

Venture Investment Agreement

§§§

This document shall set forth the terms and conditions under which _____ (**Investor**) shall provide venture capital funds to [COMPANY], LLC (**Producer**) for purposes of funding the production of multiple public entertainment events scheduled to take place in years 20__ and 20__ (**Events**).

Investment – Upon execution of this document, Investor shall provide to Producer the sum of _____ (\$____,000.00) (**Principal**). Upon full execution of this document, and upon receipt and payment of those dollars to the bank account of Producer, this contract shall be deemed in effect and legally binding under the additional terms and conditions set forth below.

Limitation of Expenditure – Principal shall be expended only for costs associated with production of Events.

Expenses / Reporting – Expenditure of Principal shall be at the sole discretion of Producer. No later than 30 days after the conclusion of any single event, Producer shall provide to Investor a full-itemized accounting of all gross revenues, expenses and profit.

Return on Investment – In return for funding, Producer shall pay to Investor a sum equal to four percent (4%) of the combined net profit gained from ticket sales and sponsor fees for each event (**Investor Net**). Net profits shall be defined as gross ticket sales plus sponsor participation fee revenue less all expenses incurred before, during and after production of Events, including, but not limited to, cost of venue, labor, transportation, vendors, contractors, supplies, hardware, entertainers, artists, sound, lighting, attorneys, consultation, governmental fees and other expenditures.

Date of Investor Net Payment – Producer shall remit Investor Net no later than 30 days after each event.

Date of Principal Return – Upon expiration of the 365-day term following execution of this document, Producer shall return to Investor Principal, less any pro-rated losses or plus any Investor Net due to date, and this contract shall be deemed satisfied, completed and expired.

Postponement / Cancellation of Event(s) – If a scheduled event is postponed, Producer shall have the option of returning to Investor Principal or deferring allocation of Principal to event to take place at a later date. In the event of complete cancellation of any event, and if no additional event is scheduled or planned, Producer shall return Principal to Investor, less a pro-rata share of any losses to date, and this contract shall be voided.

At Risk Venture – It is understood by Investor that this investment is an at risk proposition. If, upon date of Principal return, the production of Events has realized a net loss, Producer may return to Investor a sum equal to Principal less a pro-rated share of losses to date. Pro-rata equation shall be based on total investment in all Events.

Investor Status – Investor is a separate business entity or person not sharing with Producer any liability or obligation except as set forth herein. Investor shall have no named association with

Events, nor shall Investor have any official operational function or authority with respect to production of Events.

Confidentiality – Any information proprietary to Producer, which may be disclosed to Investor in the course of this transaction, shall remain confidential. No content, strategies or data will be divulged to any third party without the written consent of Producer.

Acknowledged, agreed and understood legally binding –

By: _____
Its: _____ Date
and –

[COMPANY], LLC

By: _____
John Doe Date
Its: General Partner