

CONTRACT FOR SERVICES

By Tsunami with Scotts Valley Kiwanis Foundation (aka Kiwanis)

This contract is made on **4/9/2026** between **Cynthia Larson** representing the band **Tsunami** and **Raymond Gorski** for **Scotts Valley Kiwanis Foundation**, each of whom agree to the following terms and conditions:

Tsunami hereby agrees to perform on **July 4, 2026** for the Music at Sky Park concert series, from **12:30pm** to **2:00pm** with one optional break of ~15 minutes about halfway through the performance.

In consideration of this performance, **Kiwanis** agrees to pay **Tsunami \$650**. The Check will be made payable to **Cynthia Larson** and will be paid at the performance.

In addition, **Kiwanis** agrees to pay **Roger Krone \$150** to provide sound for you.

If for any reason this function is cancelled at least 30 days prior to performance date, no payment will be due to either party. All contractual agreements are confidential.

Tsunami will provide sound for the performance.

Tsunami shall be provided with the following:

- Covered Stage (Y)
- Power (Y)
- Refreshments (Y - water).

Tsunami agrees to accommodate the following requests:

- Load in time: **11:30am.** *(can we come by 11am?)*
- Load in location: **Boys & Girls Club Parking Lot, 5060 Scotts Valley Drive | Scotts Valley, CA 95066**
- Sound check time: **12:15pm.**

Marketing and Promotional Cooperation

The purpose of this section is to facilitate reciprocal marketing efforts intended to increase awareness and attendance at the Event. Each party agrees to act in good faith in supporting such promotional efforts, consistent with their respective branding and communication standards.

Band Promotional Materials.

Tsunami agrees to provide to **Kiwanis**, the following promotional materials in digital format ASAP:

- One (1) "hero" photograph and at least two (2) additional photographs of the Band, each in .jpg format with a minimum resolution of 1080 x 720 pixels; and
- A written description of the Band and its musical style suitable for promotional use (the "Band Description").
- Please send Materials to **stevesnell@svkiwanis.org**

Tsunami represents and warrants that it has all necessary rights, licenses, and permissions to provide such materials and to grant the usage rights set forth herein.

License to Use Materials:

Tsunami hereby grants to Kiwanis a non-exclusive, royalty-free, worldwide license to use, reproduce, publish, display, and distribute the photographs and Event Description, in whole or in part, for purposes of promoting the Event and related Kiwanis activities, in any media, including but not limited to websites, social media, print materials, and advertising.

Kiwanis shall have sole discretion to determine whether and how such materials are used, and shall have no obligation to use any or all materials provided.

Tsunami agrees to support promotion of the Event as follows:

Tsunami will list the Event on its official website and/or primary online event listings:

1. **Tsunami** will include a functional hyperlink to **the Kiwanis of Scotts Valley** event page:
Website: <https://svkiwanis.org/music-at-skypark/>
2. If **Tsunami** maintains official social media accounts on Facebook and/or Instagram, then they will Publish promotional posts for the Event on each such platform and Include in such post a reference to **Kiwanis of Scotts Valley** and, where functionality allows, a link to the **Kiwanis of Scotts Valley** event page listed above.

The parties agree that the obligations set forth in this section are included within the overall consideration of this Agreement, and no additional compensation shall be owed by either party for compliance with these promotional requirements.

All contractual agreements are confidential.

If you are agreed to the terms of this contract on behalf of **Tsunami** please sign and return one copy to me at your earliest convenience ASAP.

Please send any questions or concerns to me at rgorski28@sbcglobal.net

Or call me at 831-252-3501.

Agreed to and accepted:

Cynthia Larson - Cynthia Larson 4/10/2026
Printed Signature Date

Raymond Gorski - *Raymond Gorski*

Date: 4/9/2026

Chairman, Music Committee
Kiwanis of Scotts Valley