

PERFORMANCE AGREEMENT

THIS AGREEMENT for the services of a contemporary jazz concert described below made this the day of _____, 2018, between the undersigned PURCHASER of musical entertainment services (hereinafter called the PURCHASER) and the undersigned PERFORMER (hereinafter called the "ARTIST"), plus any accompanying musicians and/or entertainers. This AGREEMENT shall be considered Work For Hire.

The PURCHASER hereby engages the ARTIST, and the ARTIST hereby agrees to perform the musical entertainment services specified hereinafter according to the terms and conditions herein set forth including those entitled "Additional Terms and Conditions:"

1. The PURCHASER agrees to provide a secure and safe facility for the ARTIST to store all musical and sound equipment, and personal property that will be used by the ARTIST, his accompanying musicians, sound engineers and technicians, road personnel, road manager, and all other people performing duties related to the production of a contemporary jazz concert by the ARTIST. The PURCHASER also agrees to maintain suitable business liability insurance, which will cover any and all loss or damage to this equipment due to theft, damage, water damage, and losses, which are due to the negligence of the PURCHASER to provide a safe and secure storage facility for the ARTIST. The PURCHASER also agrees that they will be liable for the costs to replace any and all equipment, which must be replaced due to acts of personal negligence.

2. The PURCHASER shall provide suitable space and tables for the ARTIST to place Compact Discs, flyers, books, promotional materials, etc., which will be made available for sale to the general public. The PURCHASER agrees to designate an individual should the ARTIST desire this (said individual must be approved by the ARTIST) to man the table and handle all monetary transactions, or to permit a designee of the ARTIST to perform this function. The PURCHASER agrees that income derived from the sale of these materials belongs totally and exclusively to the ARTIST, and that the ARTIST is not responsible for any vending table fees, municipal vendors expenses, or municipal or state taxes that are the responsibility of the PURCHASER.

3. The PURCHASER agrees that they will provide security to protect the ARTIST, his accompanying musicians, sound engineers and technicians, road personnel, and road manager from harm, whether physical or verbal. The PURCHASER further understands that the ARTIST has the right to terminate the contemporary concert at anytime if physical or verbal harm occurs, or the threat of such occurs, and has not been resolved to the ARTIST'S satisfaction. In such instances, all fees agreed upon with the signing of this AGREEMENT are payable in full to the ARTIST.

4. The PURCHASER agrees that they will allow the ARTIST and his accompanying musicians and personnel to perform a sound check at the facility that the concert will be held at the time(s) designated herein under prior to the start of the actual concert. The ARTIST has the right to cancel the concert and keep the deposit if the opportunity to provide a sound check is not provided.

5. The PURCHASER agrees to allow the ARTIST, his accompanying musicians, and personnel to set up all equipment at the facility where the concert will be conducted at the time(s) designated herein under prior to the start of the actual concert.

6. In case of default by the PURCHASER, liquidated damages of the ARTIST will be the amount stated in BALANCE in Section 17, plus reasonable attorney's fees and court costs.

7. The PURCHASER agrees that all payments actually made to the ARTIST are non refundable should the PURCHASER cancel this agreement for whatever reason.

- 8. The PURCHASER agrees that the ARTIST has the right to use whatever sound engineer(s) and sound companies that he so chooses, and to use whatever equipment he so chooses.**
- 9. The PURCHASER agrees to provide the minimum sound equipment specifications that the ARTIST requires without charge to the ARTIST if the PURCHASER is providing sound equipment for this concert. The ARTIST agrees to provide the PURCHASER with these specifications should the PURCHASER provide sound engineering services for the contemporary jazz concert.**
- 10. The PURCHASER agrees that the musical performance of the ARTIST is prohibited from being recorded, taped, and that the performances of musical selections cannot be reproduced, duplicated and sold unless consent has been provided by the ARTIST under a separate agreement or addendum to this agreement. The PURCHASER also agrees that reproduction of the ARTIST's likeness by any means (photography, videotaped) is prohibited unless written consent has been provided by the ARTIST under a separated agreement or addendum to this agreement.**
- 11. The AGREEMENT of the ARTIST to perform is subject to proven detention by sickness to self or family members, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond his/her control. If the ARTIST is unable to perform due to such occurrence(s), then the full deposit amount of \$2,000.00 will be refunded to the PURCHASER WITHIN 30 days of cancellation.**
- 12. The PURCHASER agrees and understands that the ARTIST has the right to cancel this agreement at any time for whatever reason. All deposits will be refunded to the PURCHASER within 30 days of the cancellation of this AGREEMENT should this occur.**
- 13. The PURCHASER agrees and understands that a fully executed agreement is not in effect until the ARTIST has signed this AGREEMENT. The PURCHASER also understands that all requested information in this AGREEMENT is required and necessary before a fully executed agreement can occur.**
- 14. The PURCHASER shall have reasonable supervision over the services of the ARTIST regarding actual concert start times, restart times after breaks.**
- 15. Members of unions or guilds, which may include leader and members of this unit, agree to accept sole responsibility for complying with the rules and regulations of said unions or guilds of which they may be members.**
- 16. BREAKS: One 20-minute break for each hour of performance will be provided to the ARTIST if desired.**
- 17. The PURCHASER hereby agrees to compensate the ARTIST as follows:**
 - a. TOTAL COST: \$4,000.00**
 - b. DEPOSIT: \$2,000.00 Payable to ARTIST no later then 60 days prior to the actual date of the concert.**
 - c. BALANCE: \$2,000.00 Payable to ARTIST AT SOUND CHECK.**
 - d. PAYMENT MODE: in United States Currency, Certified Check, or corporate or business check from a legally registered corporation, partnership, sole proprietorship, etc.**

17. ADDITIONAL TERMS AND CONDITIONS: The PURCHASER agrees to be responsible for the welfare and security of the ARTIST and Accompanying MUSICIANS during sound checks, performances, and breaks. The PURCHASER also agrees to be responsible for the security of The ARTIST and Accompanying MUSICIANS storage of all musical equipment prior to, during, and after the Performance until such time as the ARTIST and accompanying MUSICIANS have officially left the Concert Facility. Furthermore, the PURCHASER shall be responsible for all equipment rented, leased, and services, etc., that the PURCHASER obligates themselves to, as well as expenses incurred by the PURCHASER that occur due to any and all negotiations with the ARTIST.

THIS AGREEMENT constitutes the sole, complete, and binding AGREEMENT between the ARTIST and the PURCHASER. This AGREEMENT is entered into in the City of YOURS, and the County of YOURS, State of YOURS and is governed by the laws of that state.

In WITNESS WHEREOF we have entered into this written contract as of the date above written.

PURCHASER

ARTIST

Address

(SS # or Tax ID #)

(City, State, Zip)

(Telephone)

Contract #