

Performance Agreement

Basic Terms

Name of Band ("Artist"): _____

Name of venue: _____

Person booking performance ("Purchaser"): _____

Date(s) and time(s) of performance: _____

Number of sets and duration: _____

Time for load-in: _____

Time for sound check: _____

Total compensation: _____

Deposit payment: _____

Date deposit payment to be paid: _____

Band's Social Security # or Fed. Tax ID #: _____

Names of Musicians and Tax Information *[optional]*

Name of Musician: _____

Direct Pay: _____

Soc. Sec. #: _____

Local Musicians' Union #: _____

Name of Musician: _____

Direct Pay: _____

Soc. Sec. #: _____

Local Musicians' Union #: _____

Name of Musician: _____

Direct Pay: _____

Soc. Sec. #: _____

Local Musicians' Union #: _____

Name of Musician: _____

Direct Pay: _____

Soc. Sec. #: _____

Local Musicians' Union #: _____

Artist's Right to Terminate

If Artist is entitled to a deposit payment as provided in the Payment section of this Agreement, and the deposit has not been paid within the time specified, Artist shall have the right to terminate this Agreement without any further obligation.

Rider and Attachments

Any attached Performance Agreement Rider (the "Rider") and any other attachments or exhibits to this Agreement are incorporated in this Agreement by reference.

General Agreement

Nothing contained in this Agreement or the accompanying Rider constitutes either Purchaser or Artist a partner or employee of the other party. This Agreement and the accompanying Rider and exhibits express the complete understanding of the parties and may not be amended except in a writing signed by both parties. If a court finds any provision of this Agreement or the accompanying Rider invalid or unenforceable, the remainder of this Agreement will be interpreted so as best to effect the intent of the parties. This Agreement shall be governed by and interpreted in accordance with the laws of _____ . In the event of any dispute arising from or related to this Agreement, the prevailing party is entitled to attorneys' fees.

Signatures

Artist Name and Title: _____

Artist Signature: _____

Address: _____

Date: _____

Purchaser Name and Title: _____

Purchaser Signature: _____

Address: _____

Date: _____

[Optional] Performance Agreement Rider

Additional Terms and Conditions

Merchandise

A fee of ____ % of gross sales will be paid to Purchaser by Artist for all merchandise sold before, during, or after the performance at the Venue. This fee will be paid to Purchaser on completion of selling.

Purchaser will not permit any other sale or distribution of merchandise bearing Artist's trademarks or image. Purchaser will provide:

☐ a six-foot table and two chairs and two people for merchandise sales in a prominent area of the foyer or lounge leading to the performance area, or

☐ _____.

Tickets and Ticket Sales

Purchaser agrees that tickets will be consecutively numbered and will be available at the following prices: _____. Artist's representative has the right to inspect all ticket records and to be present in the box office prior to and during the performance. Free admission will not exceed ____% of total tickets.

Dressing Room

Purchaser will provide ____ safe, clean dressing room(s) with lock(s). Purchaser will provide backstage security to prevent unauthorized personnel from having access to the dressing area. Special arrangements will include: _____.

Complimentary Tickets

Unless otherwise agreed, Purchaser will allow _____ guest(s) per band member, with a maximum of _____ tickets.

Security

Purchaser will provide adequate security so as to guarantee the safety of the audience and the Artist. Special arrangements will include: _____.

Hospitality

Unless otherwise indicated, Purchaser will provide an allowance of hot and cold beverages in the dressing rooms for the sole use of band and crew members. Special arrangements include: _____.

Background Music

Artist will approve all background music played before and after the Artist's performance.

Clippings and Posters

Purchaser will forward copies of all clippings, reviews, and posters to Artist.

Insurance

Purchaser will obtain and maintain, at its own expense, adequate personal injury and property damage liability insurance coverage. This coverage will extend to all activities related to Artist's engagement and performance. Except for claims arising from Artist's willful or intentional acts, Purchaser will indemnify Artist for any third-party claims.

Cancellation

If Purchaser cancels the performance less than four weeks before the performance, Purchaser will pay Artist ____% of the guaranteed fee for the performance. If Purchaser cancels the performance less than two weeks before the performance, Purchaser will pay Artist ____% of the guaranteed fee for the performance. The parties agree that such payments are reasonable in light of anticipated or actual harm caused by the cancellation and the difficulties of proving the actual damages to Artist.

Sound System

Purchaser agrees to provide a sound system meeting the following requirements:

_____.

Pyrotechnic Devices

Artist will get Purchaser's approval for any pyrotechnic device used by Artist. Any such device is subject to applicable fire laws and will be administered by a person with professional experience in pyrotechnics.

Video and Audio Recording

Purchaser will not arrange for video or audio recording or live broadcast without first receiving written approval from Artist.