

synnack

PERFORMANCE CONTRACT

This contract for the personal services of musicians on the engagement below is made on the day of _____, between the undersigned, herein called "PURCHASER" and the band, herein called "ARTIST". The ARTIST agrees to render to the PURCHASER personal services and the PURCHASER agrees to hire the ARTIST on the following date(s), in accordance with the following terms and conditions:

Artist Set Length: _____	Showtime: _____
Date: _____	Load In Time: _____
Promoter Name: _____	Sound Check Time: _____
Promoter Telephone: _____	Venue Doors Open: _____
Place of Engagement: _____	Age of Admission: _____
Address: _____	Venue Capacity: _____
_____	Ticket Price: _____
	Stage Dimensions (in feet):
	Width _____
	Depth _____
	Height _____

Performance Line-up. The ARTIST is hired as headlining act on night of performance. Any changes to the line-up must be agreed to in advance. The ARTIST reserves right to cancel their performance should significant changes to the ARTIST's position in the line-up be made without the ARTIST's prior written consent.

Artist's Right to Terminate. If ARTIST is entitled to a deposit payment as provided in the Compensation 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.

Compensation. It is hereby agreed that the undersigned ARTIST is an independent contractor and not an employee of the undersigned PURCHASER. Compensation for the performance shall be as follows:

1. PURCHASER agrees that compensation for the performance shall be in the form of a flat fee of \$xxx U.S. Dollars and a backend percentage of profits earned as described below.
 - a. **Fee:** A deposit of \$xxx U.S. Dollars shall be due 90 days prior to performance date, and the remaining \$xxx to be paid in U.S. Dollars on the night of the performance.
 - b. **Backend Split:** PURCHASER agrees to pay the ARTIST _____% of any profits earned. Profits shall be calculated by combining the total number of U.S. Dollars earned from any advanced ticket sales with the total admission taken from the door the night of the performance, minus PURCHASER expenses. (Advanced sales + door sales – expenses)
2. **Transportation:** The PURCHASER agrees to provide free transportation to and from the hotel and venue. If ARTIST is arriving to or departing from the performance by train or airplane, the PURCHASER agrees to provide free round-trip transportation for the band and its equipment to and from the airport/train station.
3. **Accommodations:** PURCHASER agrees to provide ARTIST with hotel accommodations on <date> of the year <year>. Hotel should consist of three (3) separate rooms, capable of sleeping six (6) people.

Recordings. No performance shall be recorded, reproduced or transmitted in any manner without specific written permission from ARTIST or MANAGEMENT.

(continued on next page)

Initial Here _____

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

Force Majeure. Neither party hereto will be deemed in default of its obligations hereunder if performance thereof is delayed or becomes impossible or impractical by reason of any cause beyond such party 's reasonable control including, without limitation, war, fire, act of terrorism, earthquake, strike, accident, act of God, civil unrest, epidemic, or act or order of any governmental authority (collectively, "Force Majeure "). Each party acknowledges the risk that the performance may be cancelled due to a Force Majeure event. If this occurs, any deposits or advanced payments shall be considered non-refundable.

Cancellation. If PURCHASER cancels the performance less than four weeks before the performance, PURCHASER will pay Artist 50% of the guaranteed fee for the performance or a flat fee of \$xxx, whichever is greater. If PURCHASER cancels the performance less than two weeks before the performance, PURCHASER will pay Artist 75% of the guaranteed fee for the performance or \$xxx, whichever is greater. 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. Any cancellation payments should be sent in the form of US Money order with no Payee listed, and sent to <your address> and should be received no later than 2 weeks after the date of the cancelled performance.

Merchandise. NO fees NOR percentages of gross sales will be paid to venue nor PURCHAER by the ARTIST for merchandise sold before, during or after the performance. The PURCHASER shall not permit any other sale or distribution of merchandise bearing artist's trademarks or image. The ARTIST requires a space in the club with a table, chair and adequate lighting. Unless otherwise arranged, the PURCHASER shall provide a resource to sell merchandise for the band. This resource shall keep a tally of each item sold to be reconciled with the ARTIST or its MANAGEMENT at the end of the night.

Load-in. PURCHASER agrees to provide assistance with the unloading and re-loading of the ARTIST'S equipment, both at the time of arrival to the club and after the show.

Sound System. Due to the intricacies of electronic based music, ARTIST REQUIRES a sound check at the latest 1.5 hours BEFORE doors open. This requires house sound engineer to be present to operate house equipment during sound check as well as during the live performance. PURCHASER agrees to provide a sound system meeting the requirements as outlined in the attached rider.

Complimentary Tickets. Unless otherwise agreed, PURCHASER will allow 3 guest(s) per band member, with a maximum of 10 tickets.

Rider and Attachments. This contract is not valid unless accompanied by the attached "Performance Rider" (the "Rider"), which must be signed by both parties. No handwritten edits or additions, or "cross outs" are valid unless initialed by both parties.

Governing State. This contract shall be governed by the State of <your state>, USA. This contract is considered VOID if not signed by both parties and initialed on each page by the PURCHASER.

IN WITNESS WHEREOF, the parties here agree to the terms set forth above.

PURCHASERs Full Name

ARTIST Full Name

Signature of PURCHASER

Signature of ARTIST

Street Address

Street Address

City/State/Zip (Postal)

City/State/Zip (Postal)

Phone Number

Phone Number

Initial Here _____