

CONTRACT #:

THIS AGREEMENT is entered into this _____ day of _____ 200__ by and between _____ and Buyer identified below (collectively, the “Parties”).

IN CONSIDERATION of the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Buyer hereby engages _____ to provide a Performance upon the following items.

- 1. Performance Group**
- 2. Members & Crew of Performance Group**

Members

Crew

- 3. Performance Group Contacts**

Contact Name:

Phone Number:

Mailing Address:

Email Address:

- 4. Buyers Contact Information**

Contact Name:

Phone Number:

Mailing Address:

Email Address:

- 5. Place/Address of Performance:**

6. Date of Performance: _____ day of _____, 200__

7. Time of Performance: _____ until _____

8. Performance Content: _____ and all the above identified Members shall perform a performance of the type generally designated as **(Check one)**

CONCERT AUTOGRAPH SIGNING IN-STORE APPEARANCE
At the date, time and place listed above.

9. **Permits:** Buyer warrants and represents that it has obtained all approvals, permits, licenses, and/or variances necessary for the Performance.

10. **Performance Fee:** Buyer shall pay _____ a Performance Fee of \$ _____ as follows:

- Upon execution of this Agreement, Buyer shall pay to _____ a Deposit of \$ _____
- Following the Performance, Buyer shall pay _____ the Balance of \$ _____ (Excluding any Door Agreement made by the booking agent and promoter.)
- *****PAYMENT** shall be in the form of **Cash, Money Order or Paypal** (made out to _____) and be paid to _____ at settlement.

11. **Promotion:** Buyer shall be responsible for promotion of the Performance. _____ shall provide Buyer with ample promotional materials in accordance of their performance.

12. **Sound and Set-Up:** At least 3 hours prior to the time of Doors, the Buyer shall provide _____ and their designated representatives sufficient access to the Place of Performance for set-up and sound check. _____ shall designate an individual to oversee sound modifications before and during the Performance.

13. **Security:** Buyer shall take reasonable precautions for the safety of _____ and their equipment before, during, and after the performance.

14. **Accomodations:** A Tour Rider will be issued to the Buyer no later than a week prior to _____ Performance with all the necessary Stage/Sound Specifications as well as all Foor and Beverage Accomodations needed by the band and crew.

15. **Cancellation:** If Buyer provides written notice of cancellation of the Agreement to _____ Contact at the address listed above, by the following dates, the Parties shall promptly take the following actions:

Date Buyer Provides Written Notice of Cancellation	Action Required
At least 14 days before the Date of Performance	Performer promptly returns entirety of the Deposit to Buyer
At least 7 days before the Date of Performance	Performer retains the Deposit and is not further obligated to the Buyer
The Date of the Performance	Buyer promptly pays the Performer the full Balance of the Performance Fee

The obligation of the Parties shall be excused by detention of key personnel by sickness, accident, riot, strike, epidemic, act of God, Force Majure, or any other legitimate condition beyond the control of the obliged Party. If such circumstances arise in the case of the Performer, the Performer shall, at its discretion, obtain replacement personnel, or shall refund the Deposit to the Buyer. If such circumstances arise in case of the Buyer, the Buyer shall, at its discretion, obtain a reasonably similar replacement venue available on the Date of Performance, or shall comply with the notice of cancellation provisions described herein. Neither Party shall be liable for indirect, special or consequential damages arising from any breach of this Agreement.

16. **Merchandise:** _____ shall, at its option, sell albums and other promotional material on the premises during the Performance retaining _____ % of the proceeds associated therewith, and the remaining _____ % retained by the Buyer.

17. Additional Provisions

I have read and agree to all terms as written in this Agreement.

Buyer Name:

Buyer Signature:

Date:

Performer Contact Name:

Performer Contact Signature:

Date: