

## PERFORMANCE AGREEMENT

Agreement made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the parties identified below. The Employer listed below agrees to hire the below identified Artist to perform and the Artist agrees to provide such performance services under the following terms and conditions:

**Artist:** \_\_\_\_\_

**Employer:** \_\_\_\_\_ (Promoter or Club Name)

**Address:** \_\_\_\_\_

**Phone:** (\_\_\_\_\_) \_\_\_\_\_

**Place of Performance:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Dates of Performance:** \_\_\_\_\_

**Time of Perf./Set Length:** \_\_\_\_\_

**Load In/Sound Check Time:** \_\_\_\_\_

**Payment (Guaranteed)** \_\_\_\_\_

**Percentage of Ticket Sales:** \_\_\_\_\_ (%)

**Club (%) of Merchandise:** \_\_\_\_\_ (%)

**Sound System Provided By:** \_\_\_\_\_

**Free Tickets/Guest List #** \_\_\_\_\_

Employer is to provide the Artist with juice, six (6) bottles of water and twenty four (24) beers, either in iced container or via drink tickets. Towels if available.

**Additional Terms :** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employer shall give no less than seven (7) days notice to band of cancellation of performance or employer agrees to pay band as liquidated damages either one-half (1/2) of the guaranteed fee or \$150.00 whichever is the greater.

Employer shall be responsible for all matters pertaining to the promotion and production of the scheduled performance including but not limited to venue rentals, security and advertising. Employer agrees to reasonably promote the performance through its usual course of promotion and advertising efforts.

For Artist:

For EMPLOYER:

\_\_\_\_\_  
Authorized Representative

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative

Printed Name: \_\_\_\_\_

\*Employer agrees to return signed copy via regular mail or fax to Manager, no later than seven (7) days before performance date.