



Performance Contract

PROFESSIONAL AND COLLEGIATE PERFORMERS

THIS AGREEMENT for the personal services of performing artists on the engagement described below between the undersigned _____, as purchaser of performance services ("Purchaser") and the undersigned artist or ensemble and /or its agent ("Athletic Performer") is made this _____ day of _____, _____.

A. BASIC TERMS:

1. Name of Athletic Performer: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ FAX: _____
E-mail address: _____
2. Place of Engagement: _____
3. Date(s) of Services: _____
4. Number of sets and duration: _____
5. Time for load-in: _____
- 6 Time for sound check: _____

B. PAYMENT OF ATHLETIC PERFORMER FEES:

1. Compensation Agreed Upon: _____
2. Amount of Deposit: _____ Date Due: _____
3. Time of Payment: Fees will be paid to Athletic Performer after/before performance on _____.
4. Athletic Performer requests its check be made payable to: _____.
5. Athletic Performer's Social Security Number or Employer Identification Number: _____. Attached W-9 must be completed and returned in order for payment to be processed.
6. The Purchaser's Contractual Provisions are attached and incorporated herein. Purchaser requires that a representative of the Athletic Performer sign and return the attached provisions, which are an integral element of this Agreement.

Athletic Performer: _____

Purchaser: _____

Print Name: _____

Print Name: _____

Date: _____

Title: _____

CONTRACTUAL PROVISIONS

Purchaser and Athletic Performer or its Agent agree that the following provisions are incorporated into the contract to which it is attached and made a part thereof, said contract being signed and dated _____. The parties agree that the terms of this attachment prevail over the terms of any other document relating to and a part of the contract in which this attachment is incorporated.

1. PAYMENT AND COMPENSATION. Purchaser will make payment by check to Athletic Performer immediately after completion of the performance(s), unless otherwise previously agreed in writing by Athletic Performer and Purchaser. Payment of performance fee cannot be made until a copy of Athletic Performer's W-9 and Social Security number or federal identification number (FEIN) is provided to Purchaser.

2. ATHLETIC PERFORMER'S RIGHT TO TERMINATE. If Athletic Performer is entitled to deposit payment as provided above, and the deposit has not been paid within the time specified, Athletic Performer shall have the right to terminate this agreement without any further obligation upon ___ days' notice.

3. CANCELLATION. Athletic Performer reserves the right to cancel this Agreement without obligation upon notice to Purchaser thirty (30) days in advance of the Performance date. In the event of Athletic Performer's cancellation, the deposit payment (if any) shall be returned promptly. If Purchaser cancels the performance less than thirty (30) days before the performance, Purchaser will pay Athletic Performer ___% of the guaranteed fee for the performance. If Purchaser cancels the performance less than two weeks before the performance, Purchaser will pay Athletic Performer ___% 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 the Athletic Performer.

4. FORCE MAJEURE. Neither Athletic Performer nor Purchaser shall be liable for failure to appear or perform its obligations under this agreement in the event that such failure is caused by or due to the acts or regulations of public authorities, labor difficulties, civil tumult, inclement weather, strike, epidemic, interruption or delay of transportation service, or any other legitimate cause beyond the control of Athletic Performer and Purchaser.

5. SICKNESS AND ACCIDENTS. Athletic Performer's agreement to perform is subject to proven detention by sickness or accident. In the event of such non-performance, the deposit payment (if any) advanced to the Athletic Performer shall be returned promptly.

6. PROMOTION AND PRODUCTION. Purchaser shall be responsible for all matters pertaining to the promotion and production of the scheduled engagement, including but not limited to venue rentals, security, and advertising. Purchaser agrees to promote the scheduled performance(s) and will use its best efforts to obtain calendar listings, feature articles, interviews of Athletic Performer, reviews of the performance and Athletic Performer's recordings in all local prints, radio, and television media. Purchaser shall forward all copies of clippings, reviews, and posters to Athletic Performer. Athletic Performer agrees that Purchaser may use Athletic Performer's name, pictures, photographs, recordings, and other likenesses in connection with advertising and publicizing the engagement(s) hereunder, but such use shall not be without prior approval of Athletic Performer.

7. TICKETS AND TICKET SALES. Purchaser agrees that tickets shall be consecutively numbered and shall be available at the following prices: _____. Athletic Performer's representative shall have the right to inspect all ticket records and to be present in the box office prior to and during the performance. Free admission shall not exceed _____ percent of total tickets.

8. COMPLIMENTARY TICKETS. Unless otherwise agreed, Purchaser will allow ___ guests per Athletic Performer, with a maximum of ___ tickets.

9. SALE OF MERCHANDISE. A fee of _____ percent of gross sales will be paid to Purchaser by Athletic Performer for all merchandise, such as souvenir programs, books, photographs, recordings and other merchandise related to the Athletic Performer, sold immediately before, during or after the performance at the Venue. This fee will be paid to Purchaser upon completion of selling. Purchaser shall not permit any other sale or distribution of merchandise bearing Athletic Performer's trademarks or image. Purchaser shall provide a six-foot table and two chairs, or other accommodations mutually determined to be appropriate to the venue, for merchandise sales. Merchandise will be prominently placed so as to maximize sales.

10. VIDEO AND AUDIO TAPING. Purchaser shall not, and shall not permit any person to, record, broadcast or digitally stream in any manner whatsoever, Athletic Performer's performance without prior express written consent from Athletic Performer. Athletic Performer and/or his designees shall have the right to record the performance and to use the recordings as Athletic Performer sees fit. Purchaser shall have no interest or rights of any kind whatsoever in or to any such recordings of Athletic Performer's performance during this engagement.

11. **TECHNICAL RIDER.** Sound and/or lighting equipment and/or services shall be set forth in more detail in a Technical Rider signed by both parties and attached and incorporated hereto.

12. **DRESSING ROOM.** Purchaser shall provide _____ safe, clean dressing room(s) with lock(s). Special arrangements shall include:

_____.

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

_____.

14. **SECURITY.** Purchaser shall provide adequate security so as to guarantee the safety of the audience and the Athletic Performer. Purchaser will ensure that no unauthorized persons will have access to the stage or backstage area, and the band will provide names of persons or guests authorized to be backstage. Purchaser shall not be responsible for any theft or damage to the items of Athletic Performer that may occur during the time that the equipment is located on Purchaser's premise if the Athletic Performer neglectfully left items unmonitored outside of our security. Special arrangements shall include:

_____.

15. **BACKGROUND MUSIC.** Athletic Performer shall approve all background music played before and after Athletic Performer's performance (if applicable).

16. **PYROTECHNIC DEVICES.** No pyrotechnic devices shall be used without the prior express written consent of both Athletic Performer and Purchaser. Any such device shall be subject to applicable fire laws and shall be administered by a person with professional experience in pyrotechnics. Purchaser shall be responsible for obtaining all applicable permits.

17. **INDEPENDENT CONTRACTORS.** Athletic Performer acknowledges that it is an independent contractor and not an employee of the Purchaser and shall be responsible for all taxes. Purchaser shall control the times and division of the performance, and Athletic Performer shall control the manner, means, and details of such performance.

18. **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 Athletic Performer's engagement and performance, including time of set up and take down. Except for claims arising from Athletic Performer's

willful or intentional acts, Purchaser shall indemnify Athletic Performer for any third-party claims.

19. **NO PERSONAL LIABILITY OF PURCHASER'S REPRESENTATIVES OR AGENTS.** Any representative of Purchaser executing this contract as Purchaser or an agent thereof shall not be held personally liable for the payment of any costs or fees related to this contract.

20. **ASSIGNMENT, ENTIRETY OF AGREEMENT, GOVERNING, JURISDICTION, AND MEDIATION.**

This agreement cannot be assigned or transferred without the written consent of artist. This agreement constitutes the entire agreement between the parties. No modification shall be enforceable except in writing and signed by the parties hereto. This agreement shall be governed by the laws of the state of _____. In the event any dispute arising under this agreement results in litigation, arbitration, or mediation, such action or proceeding shall be brought within the state or federal courts of _____. Mediation of any dispute arising from this agreement shall be conducted in accordance with the rules of the Arts Resolution Services, a program of the St. Louis Volunteer Lawyers and Accountants for the Arts.

21. **SEVERABILITY.** If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are declared to be severable.

22. **REPRESENTATIVE'S AUTHORITY TO CONTRACT.**

By signing this document, the representative and/or agent of the Athletic Performer hereby represent that such person is duly authorized and that the Athletic Performer agrees to be bound by the provisions of this Agreement. It is expressly understood and agreed that in acting hereunder solely in the capacity of representative or agent of Artist, said person is not a party to this contract and shall not be liable or responsible in any way for the omissions of Athletic Performer, nor for any failure by Athletic Performer to adequately perform or comply with any term or condition hereof.

Artist _____

Purchaser _____

GENERAL MEDIA RELEASE FORM

Production Title _____

Production Date ____ / ____ / ____

1) I, the undersigned, hereby authorize **BRICKTWENTYTWO PRODUCTIONS, INC.** to photograph me, take motion pictures of me, take video footage of me, and/or make electronic sound recordings of me (herein referred to as photographic or electronic reproductions).

2) I authorize the use of any such photographic or electronic reproductions of me for any purpose, including, but not limited to educational and other public media as may be deemed appropriate. (I understand that I may be identifiable from such photographic or electronic reproduction)

AGREED AND ACCEPTED BY:

Print Name _____

Title _____

Address _____

City, State, Zip _____

Phone _____

Signature & Date _____

I am signing this form as an individual Yes No

I am signing this form as a representative of a group, and have full authority to grant release for this group Yes No

Name of group _____

PARENTAL CONSENT

I certify that I am the parent or guardian of the individual above, _____, a minor under the age of eighteen years. I hereby agree to assume legal responsibility for his/her authorizations referred to in this General Media Release.

Signature of Applicant's Parent/Guardian

Date

Address of Parent/Guardian (if different)

City, State, Zip Code

(____) _____

Phone Number (if different)