

Standardized Performance Agreement

This Agreement made as of \_\_\_/\_\_\_/\_\_\_ by and between the parties identified below. In consideration for the following covenants, conditions, and promises, the Employer identified below agrees to hire the below-identified Artist to perform an engagement and the Artist agrees to provide such performance services, under the following terms and conditions:

This agreement for performance services is entered into by the musician(s) known as:

The Son Henry Band, now referred to as Artist, and employer known as

\_\_\_\_\_

now referred to as Employer.

Employer hires musicians on the terms and conditions set forth in this contract.

Place of Engagement \_\_\_\_\_

Date(s) \_\_\_\_\_

\_\_\_\_\_  
Street

\_\_\_\_\_

\_\_\_\_\_  
City / Postcode or Zip

\_\_\_\_\_  
Phone(s)

\_\_\_\_\_  
Time (AM/PM)

\_\_\_\_\_  
Number of sets and duration

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Guaranteed Fee

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Deposit Amount/Date to be paid

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Wage and Deposit

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Percentage

**Additional Terms and Conditions:**

**Payment Terms-** Unless agreed in writing, the Employer agrees to pay the Artist in cash the balance of the performance fee, less deposits, on completion of the sound check.

**Sound Check** - The set up and sound check time with full access to stage and P.A. equipment on the date of performance shall be at: \_\_\_\_\_ (AM / PM)

**Accommodation** - Employer will provide non-smoking bed-and-breakfast accommodation for \_\_\_\_\_ people.

**Security** - Employer will provide sufficient security so that no unauthorized persons will have access to the stage area or backstage area. The band will provide names of persons or guests authorized to be backstage. If security backstage passes and/or laminates are to be used, a representative of the Artist will supply to the employer a photo copy of the pass system to be used for the performances per the terms and conditions of this agreement. Employer shall responsible for any theft or damage to the equipment of Artist that may occur during the time the equipment is located on Employer's premises.

**Transcription** - No performance and/or this performance shall not be recorded, video taped, reproduced, transmitted or disseminated in or from the place of engagement in any manner or by any means whatsoever in the absence of specified written agreement with the Artist.

**Promotion and Production** - Employer 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. Employer agrees to promote the scheduled performance(s) and will use its best efforts to obtain calendar listings, feature articles, interviews of the Artist, reviews of the performance and Artist's records in all local print, radio and television media.

**Merchandising** - artist shall have the option to sell albums, books, and/or merchandising material at the performance and shall retain the proceeds of such sales.

**Free Tickets** - \_\_\_\_\_ free passes/tickets shall be provided by the Employer for the band.

**Insurance** - Employer agrees to retain any and all necessary personal injury or property damage liability insurance with respect to the activities of Artist on the premises of Employer or at such other location where Employer directs Artist to perform. Employer agrees to indemnify and hold Artist harmless from any and all claims, liabilities, damages, and expenses arising from any action or activity of Employer or Artist while Artist is rendering the contracted services except for claims arising from Artist's willful misconduct or gross negligence.

**Cancellation** - In the event that Employer cancels any performance less than five (5) weeks before the date of such performance, Employer will pay Artist, as liquidated damages, one-half of the guaranteed fee. In the event that Employer cancels any performance less than two (2) weeks before the date of such performance, Employer will pay Artist, as liquidated damages, the full guaranteed fee agreed to be paid for such performance. The agreement that musicians perform is subject to detention by sickness, accident, riot, strikes, epidemic, acts of God or other legitimate conditions beyond their control.

**Disputes** - In the event any dispute arises under this Agreement that results in litigation or arbitration, the prevailing party shall be paid its reasonable attorney's fees and costs by the losing party.

This contract and any attachments or riders incorporated herein, may be modified only by signed writing, and is binding and valid only when signed by the parties below, and Artist has received the deposit (if required) specified no later than \_\_\_\_\_ (date).

\_\_\_\_\_  
Artist  
Date: \_\_\_\_\_

\_\_\_\_\_  
Employer  
Date: \_\_\_\_\_

Please keep one executed copy of this Agreement for Artist and one for Employer

