

MUSICIAN PERFORMANCE CONTRACT

This Musician Performance Contract ("Agreement"), dated this _____, is made and entered into by and between:

Performer: _____, with a mailing address of _____ ("Performer"), and

Client: _____, with a mailing address of _____ ("Client").

Performer and Client shall be collectively referred to as the "Parties" hereinafter.

In consideration of the mutual promises and agreements contained herein, Client hires Performer to work under the terms and conditions hereby agreed upon by the Parties:

II. SERVICE. Performer shall provide a live musical performance (the "Performance") as described below:

Venue Location: _____

Set Duration: _____

Date: _____

Start Time: _____

Number of Performances: _____

Additional Conditions (if any): _____

III. COMPENSATION. Client shall compensate Performer for said Performance in the following manner: (*check one*)

☐ Flat fee in the amount of \$ _____

☐ Per diem in the amount of \$ _____

☐ Hourly at a rate of \$ _____

☐ Other: _____

☐ Check only if Performer shall also receive a percentage from any ticket sales. If applicable, Performer shall receive _____ % of any ticket sales.

IV. PAYMENT. Client shall deliver payment of any compensation set forth in the preceding Section III to Performer using ☐ Cash ☐ Check ☐ Electronic or mobile payment

☐ Other: _____.

V. EXPENSES. Performer agrees that any compensation received is inclusive of all associated expenses, such as meals, travel to and from the venue, accommodation, and any other costs incurred by Performer.

VI. DEPOSIT. Client shall: (*check one*)

☐ Be required to pay a deposit at the time of signing this Agreement to retain Performer in the amount of \$ _____. This deposit shall be ☐ refundable ☐ non-refundable.

☐ Not be required to pay any deposit to retain Performer.

VII. MERCHANDISE. Performer shall: (*check one*)

☐ Reserve the right to sell, market, display, and otherwise promote any of Performer's merchandise during or a reasonable time before or after the Performance, including, but not limited to, merchandise such as apparel and products made for delivering Performer's proprietary works in playable audio format (such as compact discs).

☐ Not sell, market, display, solicit, or otherwise promote any of Performer's merchandise products.

VIII. TERMINATION. Both Parties reserve the right to terminate this Agreement without cause by furnishing written notice to the other Party no later than _____ days before the Performance. Otherwise, any such termination shall constitute a material breach of this Agreement.

IX. RECORDING. Client shall: (*check one*)

☐ Have an exclusive license to the Performance, including, but not limited to, any exclusive rights to make, copy, reproduce, market, and sell any audio or visual recording or transmission of said Performance.

☐ Not make, copy, reproduce, market, or sell any audio or visual recording or transmission of the Performance without express written consent by Performer.

X. FORCE MAJEURE. Neither of the Parties shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such Party's failure or delay is caused by or results from force majeure events such as, but not limited to, floods, fires, earthquakes, epidemics, or other such natural disasters, government order, law, or action, telecommunication breakdowns, power outages or shortages, and other similar events beyond the reasonable control of the impacted Party.

XI. FEDERAL AND STATE TAXES. Under this Agreement, Client shall not be responsible for withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from Performer's payments to employees or make payments on behalf of Performer. Nor shall

Client be responsible for making federal or state unemployment compensation contributions on Performer's behalf, nor any tax payments incurred by Performer related to or while performing the Services under this Agreement, including all applicable income taxes and, if Performer is not a corporation, all applicable self-employment taxes. Upon demand, Performer shall provide the Client with proof that such payments have been made.

XII. INDEMNIFICATION. Performer shall indemnify, defend, and hold harmless Client, and any of Client's employees, agents, affiliates, successors, and permitted assigns, against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out of or occurring in connection with Performer's negligence, willful misconduct, or breach of this Agreement.

XIII. GOVERNING LAW. This Agreement shall be governed by the laws of _____.

XIV. SEVERABILITY. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

XV. BREACH WAIVER. Any waiver by Client of a breach of any section of this Agreement by Performer shall not operate or be construed as a waiver of any subsequent breach by Performer.

XVI. ENTIRE AGREEMENT. This Agreement, along with any attachments or addendums hereto, represents the entire agreement between the Parties. This Agreement supersedes any prior agreements, promises, conditions, or understandings between Client and Performer.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

Performer's Signature: _____ Date: _____

Print Name: _____

Client's Signature: _____ Date: _____

Print Name: _____

ATTACHMENT A
(Rider)
