

MUSICIAN PERFORMANCE CONTRACT

I. The Parties. This Musician Performance Contract ("Agreement") is made effective on _____ by and between:

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

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

WHEREAS the Client intends to pay the Performer for the services provided under the following terms and conditions:

II. Performance. As part of this Agreement, the Performer must provide one or more live music performance: ("Performance") as indicated below:

Artist Name: _____

Set Duration: _____

Date: _____

Start Time: _____

III. Performance Fee. The Client will pay the Performer a flat fee of \$_____ for the Performance.

As part of the Performance Fee, the Performer shall also receive _____% of the ticket sales.

IV. Other Expenses. The Performer agrees that the Performance Fee is inclusive of all associated expenses, such as meals, travel to and from the venue, accommodation, and any other costs incurred by the Performer.

V. Payment Schedule. The full payment of the Performance Fee will be due after the Performance in cash, money order, certified check, or online payment.

VI. Deposit. The Client (is / is not) required to pay a Deposit at the time of signing this Agreement.

VII. Merchandise. The Performer (shall / shall not) reserve the right allowed to sell merchandise at the show? the right to display and sell merchandise at the Event.

VIII. Cancellation of Performance. Both Parties reserve the right to cancel this Agreement without obligation with written notice no later than _____ days before the Performance Date. Cancellation by the Client after this period will require payment of the full Performance Fee.

IX. Recording. The Client shall not make any audio or visual recording or transmission of the Performance without prior written consent of the Performer.

X. Sickness and Accident. The Performer agrees to meet all the obligations of this Agreement subject to legitimate incapacitation caused by sickness or accident.

XI. Indemnity. The Client indemnifies the Performer and personnel against all claims, including costs legal and otherwise, by the Client and the Client's employees, agents, contractors, patrons, licensees or any other who as a result of the performance(s) or cancellation of performance(s) suffers any loss or damage of whatsoever nature.

XII. Dispute Resolution. The parties agree that the courts of the state they are located in have jurisdiction to determine disputes in relation to this agreement. No party will institute legal proceedings unless reasonable steps are first taken to settle any dispute by negotiation. Each party is liable for its own costs in the event of a dispute, except that where the Artist is successful in pursuing or defending a dispute then the Client will pay the Performer's costs on an indemnity basis.

XIII. Notices. All notices to be effective will be in writing and sent to the addresses on the Agreement.

XIV. Law. The validity, construction and performance of this Agreement will be governed exclusively by the laws of the state the parties are located in.

XV. Rider. Any Rider attached to this Agreement shall be deemed incorporated into this Agreement.

Performer's Signature: _____ Date: _____

Print Name: _____

Client's Signature: _____ Date: _____

Print Name: _____

RIDER REQUEST

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____