

PERFORMANCE AGREEMENT

Agreement made as of _____ between the parties identified below.
(date)

This agreement for performance services is entered into by the musicians known as Root 150 (now referred to as Artist) and employer known as _____
(now referred to as Employer).

In consideration for the following covenants, conditions, and promises, the Employer identified agrees to hire the identified Artist to perform an engagement, and the Artist agrees to provide such performance services, under the following terms and conditions:

Place of Engagement:

Date, Time and Type of Engagement:

Date(s)

Time (AM/PM)

Type of Engagement (club, party, etc.)

Artist agrees to provide performance services at the place, date and time specified above, and consisting of live music, specifically:

_____ sets of _____ with breaks of _____ between sets.
Number Duration Duration

Wages and Deposit:

Guaranteed Fee (\$): _____

Percentage: _____
(specify how calculated: gross/net of ticket sales, door, bar, etc.)

Deposit Amount (\$): _____ to be paid no later than _____
Date

Sound (PA) System and appropriate personnel to operate the sound equipment will be provided by _____.

Power. Employer agrees to provide access to no less than four (4) electrical receptacles of at least 20 amps single phase and 110 volts power within ten (10) feet of the stage or performance area for use by Artist. If Artist is providing PA system, an additional two (2) receptacles will be provided.

Speaker space and mixing platform. Employer agrees to provide adequate space for placement of loudspeakers and that is capable of supporting the weight of the speakers safely. Employer also agrees to provide an adequately-sized safe platform or space in the audience within 50 to 100 feet of the stage in order to set up mixers to mix sound for the show.

Sound Check. The set-up and sound check time with full access by Artist to stage and PA equipment on the date of performance shall be at: _____ AM/PM.

Security. Employer will provide sufficient security so that no unauthorized persons will have access to the stage area or backstage area. Artist will provide names of persons or guests authorized to be backstage. Employer shall be responsible for any theft or damage to the equipment of the Artist that may occur during the time that the equipment is located on Employer's premises.

Transcription. No performance shall 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 specific prior permission from 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 with the Artist, reviews of the performance and Artist's recordings in all local print, radio, television, online and social media.

Merchandising. Artist shall have the option to sell albums, T-shirts, and/or other merchandising material at the performance and shall retain all the proceeds of such sales.

Free tickets. _____ free tickets shall be provided by the Employer for the Artist.

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 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 Artist perform is subject to detention by sickness, accident, riot, strikes, epidemic, acts of God, or other legitimate conditions beyond Artist's control. In the case of outdoor performances this includes, but is not limited to, inclement weather that, in Artist's sole discretion, is deemed likely to pose a risk to the safety of Artist and/or its equipment necessary for performance.

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

This contract shall be governed by the laws of the Commonwealth of Massachusetts, 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 specified no later than the specified date.

Artist

Employer