

## PERFORMANCE CONTRACT

THIS CONTRACT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter called the "Concert Presenter") and \_\_\_\_\_ (hereinafter called the "Artist"). This Contract for Artist's personal services on the performance described below shall consist of all provisions in this Contract, and any attachments.

### Concert Presenter's Contact Information:

*Contact Name:* \_\_\_\_\_

*Company Name:* \_\_\_\_\_

*Address:* \_\_\_\_\_

*City:* \_\_\_\_\_ *State:* \_\_\_\_\_ *Zip Code:* \_\_\_\_\_

*Telephone:* \_\_\_\_\_ *Email:* \_\_\_\_\_

### Artist's Contact Information:

*Contact Name:* \_\_\_\_\_

*Address:* \_\_\_\_\_

*City:* \_\_\_\_\_ *State:* \_\_\_\_\_ *Zip Code:* \_\_\_\_\_

*Telephone:* \_\_\_\_\_ *Email:* \_\_\_\_\_

### Time, Date, Length and Place of Performance (hereinafter the "Engagement"):

*Venue Name:* \_\_\_\_\_

*Address:* \_\_\_\_\_

*City:* \_\_\_\_\_ *State:* \_\_\_\_\_ *Zip Code:* \_\_\_\_\_

*Performance Date:* \_\_\_\_\_ *Time:* \_\_\_\_\_

*Length of Performance:* \_\_\_\_\_

**Compensation to be Paid:** The Artist shall be paid the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars for the Engagement, payable as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**Merchandising Policy:** The Artist may sell albums and T-shirts during the Engagement, provided that it does not interfere with the presentation. The Artist will retain 100% of the money from sales of their own merchandise. The Concert Presenter may likewise sell merchandise during the Engagement, provided that it does not interfere with the presentation. The Concert Presenter will retain 100% of the money from sales of their own merchandise.

**Technical Requirements:** The Artist is responsible for providing their own sound system for the Engagement unless prior arrangements have been made in writing with the Concert Presenter.

**Cancellation:** Should either party have cause to cancel the performance, notice shall be given to the other in writing no fewer than fourteen (14) days prior to the Engagement. Any notice of cancellation given by Concert Presenter less than fourteen (14) days prior to the Engagement will require full payment by Concert Presenter to Artist as described above. Any notice of cancellation given by Artist less than fourteen (14) days prior to the Engagement will result in damages payable to Concert Presenter from Artist in an amount equal to the payment that would have been due Artist for the Engagement, including refund of any deposit paid in advance to Artist by Concert Presenter. Any obligation to make payment upon cancellation may be waived by either party in the event a substitute performance can be arranged to the parties' mutual satisfaction.

**Independent Contractor.** It is agreed that the Artist signs this Contract as an independent contractor and not as an employee of the Concert Presenter.

**Assignment.** Artist acknowledges that it may not assign any of its rights or delegate any of its duties or obligations under this Contract.

**Invalid Provision.** If for any reason any section, subsection or any portion of this Contract shall be invalid or unenforceable, it is agreed that the same shall not be held to affect the validity or enforceability of any other section or subsection or portion Thereof.

**Governing Law.** This Contract shall in all respects be interpreted, enforced and governed under the laws of Pennsylvania, including its conflicts of law provisions. The

language of this Contract shall in all cases be construed as a whole, according to fair meaning, and not strictly for or against either of the parties.

**Entirety of Agreement.** This Contract constitutes the entire agreement between Concert Presenter and Artist with respect to the services provided. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth or provided herein. Neither party shall be bound by terms of this Contract in the event of accidents, strikes, riots, epidemics, or “acts of God”.

**Representations.** Concert Presenter and Artist acknowledge that each has had ample time to review this Contract and has reviewed this Contract, that the terms and restrictions of this Contract are understood, and that the Contract is executed voluntarily.

**Promotion and Advertisement.** Concert Presenter shall be responsible for all matters pertaining to the promotion and production of the Engagement including, but not limited to, venue rental, security and advertising. Concert Presenter agrees to reasonably promote the Engagement through the usual course of promotion and advertising. Artist is likewise encouraged to promote the Engagement in any of its advertising or promotional materials.

IN WITNESS WHEREOF, the parties have executed this Contract on the respective dates shown by their signatures.

***CONCERT PRESENTER:***

\_\_\_\_\_ By: \_\_\_\_\_  
(Date)

***ARTIST:***

\_\_\_\_\_ By: \_\_\_\_\_  
(Date)