

## Performance Contract

This agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

between \_\_\_\_\_ of \_\_\_\_\_

Name

Address

City

\_\_\_\_\_(hereinafter called the "Artist")

State

Zip

Phone

and \_\_\_\_\_ of \_\_\_\_\_

Name

Address

City

\_\_\_\_\_(hereinafter called the "Presenter").

State

Zip

Phone

In consideration of the mutual promises and agreements of the parties hereto, as hereinafter set forth, it is agreed as follows:

1. If the agreement is contracted through a party other than the Artist, that contractor is considered the Artist's Agent, who expressly warrants that he/she is authorized by the Artist to execute this agreement on behalf of the Artist.

a.

of \_\_\_\_\_

Name

Address

Phone

\_\_\_\_\_(hereinafter called the "Agent").

State

Zip

Phone

2. The Artist, as an independent contractor, agrees to perform on:

Date(s)

Time

Location

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It is mutually agreed that the performance(s) will start promptly at the time(s) indicated.

3. The Presenter agrees to pay as full compensation for the performance(s) a total of: \$\_\_\_\_\_.

Payable by check to:

Ebony Stewart

P.O. Box 153052

Austin, TX. 78715

**Check is to be mailed within five (5) working days following the performance.**

4. Transportation, housing, and meals, etc. are to be arranged and paid for by the Presenter.

5. The terms and conditions set forth in this Agreement shall have precedence over any attachment incorporated herein in the event of any conflict.

6. In the event that either the Presenter or the Artist is unable to fulfill its obligation due to damage or destruction of the venue by fire, verified disability of the Artist, acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, or any unforeseen occurrence rendering the performance(s) impossible; neither the Artist nor the Presenter shall be held legally responsible for any damages arising from the cancellation of the performance(s) listed herein. Cancellations or changes of date for reasons other than those listed above shall render the Artist liable for any expenses, documented in writing, incurred by the Presenter in connection with this event.

7. With respect to insurance, the Artist is responsible for his or her liabilities, and the Presenter affirms its self-insured status for its own liabilities.

8. This agreement, including any addenda thereto and any compensation payable under the terms hereof, cannot be assigned or transferred without the mutual written consent of both the Artist and/or the Agent and the Presenter and contains the complete understanding of the parties respecting the subject matter hereof. It is expressly understood and agreed that the Presenter makes no representations or agreements, oral or otherwise, outside the terms of this Agreement which add to, broader, vary, or conflict with the provisions hereof. Any purported outside representations or agreements have no force or effect upon the rights or duties of the Presenter hereunder. No term, provision, or condition of this agreement may be altered, amended, or added except upon the execution of a written agreement by the parties hereto. Any notices provided for herein shall be in writing and shall be personally served or mailed to the Artist and/or Agent at the addresses provided.

### **Audio and Recording**

9. If the Presenter and the Artist mutually agree to use a sound system for the performance(s) contracted herein, then the Presenter shall provide basic sound reinforcement equipment suitable for the venue as defined by the Presenter's Audio Director. Any additional sound equipment shall be provided by the Artist. The Presenter will be responsible for the placement of all sound equipment. It is further agreed that all audio levels will be set in consultation with Presenter's Audio Director.

10. The contract includes rider(s). The contract is not binding until all riders have been initialed by the Presenter and Artist and/or Agent.

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In witness whereof, the parties hereto have caused this agreement to be executed by its appropriate officer, the day and year first above written.

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Artist and/or Agent Signature Date

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Presenter Signature Date