

PERFORMANCE AGREEMENT

THIS AGREEMENT is for the services described below between _____
(hereinafter referred to as "OPERATOR-EMPLOYER") and _____
(hereinafter referred to as "ARTIST-EMPLOYEE").

OPERATOR-EMPLOYER recognizes that the AMERICAN GUILD OF VARIETY ARTISTS (hereinafter referred to "AGVA") is the exclusive, collective bargaining representative for all ARTIST-EMPLOYEES now or hereafter employed or engaged by the OPERATOR-EMPLOYER in the variety entertainment field. AGVA has established the basic minimum terms and conditions of employment for said ARTIST-EMPLOYEE(S) in the variety entertainment field.

1. The OPERATOR-EMPLOYER engages the ARTIST-EMPLOYEE(S) and the ARTIST-EMPLOYEE(S) hereby accepts said engagement, to present his/her act under the direction, supervision and control of the OPERATOR-EMPLOYER as:

2. _____ consisting of
_____ person(s), at the _____

(Name of Establishment)

(Address of Establishment)

for a period of _____ consecutive day(s) or _____ consecutive week(s).

Number of shows daily: _____.

Number of shows weekly: _____

The exact number of shows daily and weekly must be specified on _____, 20___. The OPERATOR-EMPLOYER agrees to pay the ARTIST-EMPLOYEE(s), and the ARTIST-EMPLOYEE(S) agrees to accept as full payment, the sum of _____ dollars (\$_____) daily and/or _____ dollars (\$_____) weekly (all minimum scale salaries are net – no commissions to be paid on minimum scales), payable immediately preceding the first performance on the concluding night of each day(s) or week(s), plus transportation. No transportation shall be paid by the ARTIST-EMPLOYEE(S).

3. The ARTIST-EMPLOYEE(S) hereby grants to the OPERATOR-EMPLOYER the option of extending this Agreement for an additional period of _____ days or _____ weeks immediately following the conclusion of the original engagement.

The daily and/or weekly compensation during each such option period shall be _____ dollars (\$_____) daily and/or _____ dollars (\$_____) weekly. Each of these options must be exercised in writing by the OPERATOR-EMPLOYER no later than _____ (_____) days or _____ (_____) weeks prior to the termination of the ARTIST-EMPLOYEE(S) engagement.

NOTE: On engagements for one (1) week or less, AGVA rules require written notice the day following the opening; for engagements of two or three (2 or 3) weeks, at least seven (7) days written notice; for engagements of four (4) or more weeks, fourteen (14) days written notice prior to the termination of the ARTIST-EMPLOYEE(S) engagement. OPERATOR-EMPLOYER will send all copies of notices to AGVA NATIONAL HEADQUARTERS.

a. Rehearsals:

(Place of rehearsal)

(Time of rehearsal)

The OPERATOR-EMPLOYER agrees that all rehearsals (if any) shall be subject to AGVA's Rules and Regulations.

4. The OPERATOR-EMPLOYER is advised of the AGVA Welfare Trust Fund, which provides for Welfare benefits for a variety ARTIST-EMPLOYEE(s) within AGVA's jurisdiction. To assure the benefits of Welfare Program to ARTIST-EMPLOYEE(s), the OPERATOR-EMPLOYER agrees to make contributions to the joint Union Management AGVA Welfare Trust Fund, according to the following schedule:

\$ dollars per person per engagement per day (three days is deemed a weekly payment).

\$ dollars per person per week of six (6) consecutive days.

\$ dollars per person per six (6) consecutive day week for engagement outside the Continental limits of the United States and Canada. The OPERATOR-EMPLOYER, by making such contributions to the Trust, accepts and becomes a party to such Trust.

(A) CONTRIBUTION PROCEDURE:

I. The OPERATOR-EMPLOYER shall issue a check in accordance with the schedule, consisting of an amount equal to coverage for the entire engagement of each ARTIST-EMPLOYEE(s) performing and employed in the OPERATOR-EMPLOYER'S production and/or establishment.

II. Checks for Welfare Trust Fund contributions must be made payable to the AGVA Welfare Trust Fund.

III. Welfare Trust Fund Booking Reports listing the names of all ARTIST-EMPLOYEE(S) for whom such contributions are made must be attached to the check.

IV. Prior to the first performance of the ARTIST-EMPLOYEE(s), checks and Booking Reports must be mailed to: AGVA Welfare Trust Fund, 132 West 43rd Street, New York, N.Y. 10036.

5. Two fully executed copies of this AGVA Artist Engagement Contract ,with all riders attached, shall be mailed by the ARTIST-EMPLOYEE(s) within forty-eight (48) hours after being executed (prior to the initial performance) to the following addresses:

National Headquarters of AGVA, 1540 Broadway, New York, N.Y., 10036

AGVA Welfare Trust Fund, 132 West 43rd Street, New York, NY, 10036

6. All the provisions of any Minimum Basic Agreement now existing or which may be entered into during the period of this contract between the OPERATOR-EMPLOYER and AGVA are incorporated herein and shall govern the engagement of the ARTIST-EMPLOYEE(S). However, nothing contained in said agreement shall prevent the ARTIST-EMPLOYEE(S) from negotiating more favorable economic terms and conditions than are contained in said Minimum Basic Agreement.

7. ARTIST-EMPLOYEE(S) shall not be required to perform or appear nor shall the OPERATOR-EMPLOYER request or require the ARTIST-EMPLOYEE(S) to perform or appear, directly or indirectly, in television without first securing the written consent and approval of AGVA.

8. The OPERATOR-EMPLOYER shall furnish to the ARTIST-EMPLOYEE(S) live musical accompaniment according to the usual standard of his establishment for all rehearsals and performances of the ARTIST-EMPLOYEE(S), throughout the term of this contract and at his own expense

9. This contract is play or pay and shall not be canceled.

10. The OPERATOR-EMPLOYER shall not request or require ARTIST-EMPLOYEE(S) to mix or solicit drinks from customers.

11. ARTIST-EMPLOYEE(s) name or likeness may not be used as an endorsement of any product or

service nor in connection with any commercial tie-up, without the prior written consent of ARTIST-EMPLOYEE(S).

12. All claims or disputes by either party (including AGVA) regarding the application or interpretation of the terms and conditions of this agreement, or the breach of any of these same provisions, shall be attempted to be adjusted between the parties (including AGVA). In the event they are not satisfactorily resolved, they shall be submitted for arbitration to the Board of Mediation and Conciliation, if any, in the state in which the dispute arose, or if none, to the American Arbitration Association. The decision of the arbitrator shall be final and binding for all parties concerned. The cost of the arbitration, the compensation and expense of the arbitrator shall be borne equally by all parties involved. Such arbitrations held before the American Arbitration Association shall be held in New York City whenever practical and if, in the opinion of the AGVA Executive Board or the American Arbitration Association, such arbitration in New York City does not create substantial injustice to either party in the dispute. A claim, dispute or violation which has not been presented to AGVA by certified mail, return receipt requested, within a period of thirty (30) days from the occurrence of the events or within thirty (30) days after the termination of the engagement, shall be untimely and shall not be processed.

13. Prior to the opening engagement of the ARTIST-EMPLOYEE(S), the OPERATOR-EMPLOYER shall deposit security equal to one week's total compensation, plus transportation for all ARTIST-EMPLOYEES employed by the OPERATOR-EMPLOYER. These funds should be in the form of cash, certified check or U.S. Treasury Bearer Bonds and should be deposited to the AGVA National Headquarters.

In the event the OPERATOR-EMPLOYER breaches or violates the above paragraph, AGVA, in its sole discretion, may withhold or cancel the performances of its ARTIST-EMPLOYEE(S) under this contract and shall further hold the OPERATOR-EMPLOYER responsible for all funds due the ARTIST-EMPLOYEE(S) under this agreement.

All cash and/or certified checks deposited with AGVA will be immediately placed in a segregated special account. Interest on such deposits, if any, shall be used for the administration of such accounts.

If funds are in the form of a U.S. Treasury Bearer Bond (must be the full amount) the OPERATOR-EMPLOYER agrees to forward such Treasury Bearer Bond directly to the Irving Trust Company, ATTN: Custody Department, 1290 Avenue of the Americas, New York, New York 10019. The OPERATOR-EMPLOYER agrees to pay the service charge rendered by the Irving Trust Company for the servicing of the OPERATOR-EMPLOYER'S Bond.

In the event of a default by the OPERATOR-EMPLOYER to pay the ARTIST-EMPLOYEE(S) compensation and transportation when due, or the OPERATOR-EMPLOYER issued a check which is not collectible, AGVA shall pay the compensation and transportation due the ARTIST-EMPLOYEE(S) from the security deposited by the OPERATOR-EMPLOYER.

In the event of circumstances other than those in the above paragraphs, the OPERATOR-EMPLOYER and AGVA agree all other disputes, claims, etc., will be submitted to arbitration in accord with Section 12 of this agreement and the decision of the arbitrator shall be final and binding on the parties concerned. The OPERATOR-EMPLOYER agrees to replenish the amount of security in the event of depletion by reason of a default payment, or arbitrator award, within seven (7) days after written notice by AGVA to the OPERATOR-EMPLOYER.

AGVA shall have thirty (30) days after receipt of the OPERATOR-EMPLOYER'S written request for return of his security to authorize the return of such security.

14. The OPERATOR-EMPLOYER agrees to abide by all present and future State, County, Municipal and Federal ordinances, rules, regulations, laws and statutes enacted for the protection of ARTIST-EMPLOYEE(S). The OPERATOR-EMPLOYER assumes all responsibility for the payment of all applicable taxes and contributions under Workmen's Compensation, Unemployment Insurance, Social Security or any other applicable law.

15. The OPERATOR-EMPLOYER shall not directly or indirectly request that any ARTIST-EMPLOYEE(S) appear in or attend any benefit without first receiving written approval from Theatre Authority, Inc., 485 Fifth Avenue, New York, NY 10017, and AGVA National Headquarters.

16. The OPERATOR-EMPLOYER shall not discriminate against any ARTIST-EMPLOYEE(S) because of his/her race, creed, religion, color, or sex, or sexual preference; because of his/her membership in AGVA, because of his/her filing or processing any claim, because of any complaint he/she may make concerning the application of the provisions of this Agreement, or because of his/her participation in lawful union business.

17. The OPERATOR-EMPLOYER shall allow any authorized AGVA representative to visit the ARTIST-EMPLOYEE(S) to observe rehearsals or performances of the production, or for any other official business, at any reasonable time.

18. The OPERATOR-EMPLOYER, its officers, agents, representatives or employees, shall not solicit or receive a "kickback" from any ARTIST-EMPLOYEE(S) or person representing an ARTIST-EMPLOYEE(S). The ARTIST-EMPLOYEE(S) shall not offer or give a "kickback" to the OPERATOR-EMPLOYER, its officers, agents, representatives or employees. A kickback is considered soliciting, receiving, giving or offering to give, directly or indirectly, any money, gift, gratuity or other thing of value, as an inducement to securing or maintaining an engagement (provided that this Section shall not prohibit commissions paid by an ARTIST-EMPLOYEE(S) to an AGVA franchised agent).

19. The OPERATOR-EMPLOYER shall not request nor shall an ARTIST-EMPLOYEE(S) execute or deliver any release where any provisions of this Agreement are waived or released without the prior written consent of AGVA National Headquarters.

20. No ARTIST-EMPLOYEE(S) employed or engaged to perform services at the OPERATOR-EMPLOYER'S establishment shall be required to cross a picket line established by a labor organization at the OPERATOR-EMPLOYER'S premises (and which picket line is approved by AGVA). The ARTIST-EMPLOYEE(S) shall not be disciplined, or this Agreement will be considered breached by the ARTIST-EMPLOYEE(S).

21. In the event the OPERATOR-EMPLOYER sells, transfers or assigns his business prior to the termination of this Agreement, this Agreement shall be applicable and binding upon the OPERATOR-EMPLOYER'S transferees, successors and assigns. The OPERATOR-EMPLOYER and any transferees, successors and assigns guarantee the complete performance of this contract for the full term.

22. AGVA, by reason of the provisions of this Agreement, shall, in addition to the rights of the ARTIST-EMPLOYEE(S) provided, have the right to administer and enforce the provisions of this Agreement.

23. Subject to the provisions of the Labor Management Relations Act of 1947, as amended, it shall be a condition of employment hereunder that all ARTIST-EMPLOYEE (S) covered by this Agreement who are members in good standing on the date of execution of this Agreement shall remain members in good standing throughout their employment and/or engagement with the OPERATOR-EMPLOYER. Those who are not members of AGVA on the date of execution of this Agreement, shall, on the 30th day following execution of this Agreement, become and remain members in good standing of AGVA. It shall also be a condition of employment that all ARTIST-EMPLOYEE(Ss) covered by this Agreement shall on or after the 30th day following the first employment or engagement by the OPERATOR-EMPLOYER, become and remain members of AGVA in good standing.

a. The OPERATOR-EMPLOYER agrees to report to the AGVA National Office, Membership Department, within five (5) days of the first employment of a non-member of AGVA, providing the non-member's name, Social Security number, and first date of employment.

24. If any portion of this contract is in conflict with any applicable Federal or State law now in force or hereafter enacted, such provision shall become inoperative, but all other provisions of this contract shall remain in full force and effect.

25. This Agreement shall be governed by the laws and in the courts of the State of _____ and by the laws of the United States, excluding their conflicts of law principles. Any dispute or legal proceeding regarding the Agreement shall take place in the county of _____, in the State of _____.

Signature below will constitute this as a binding agreement.

DATED: _____

AGREED TO AND ACCEPTED

OPERATOR-EMPLOYER

The undersigned Agent certifies that he has obtained this engagement.

Full Name of person, firm or corporation

Officer of corporation, partner or owner

ARTIST-EMPLOYEE:

Stage Name

Legal Name

AGVA Membership Number

AGVA Branch

Other ARTIST-EMPLOYEES in act
(Must be executed by the individual ARTIST-EMPLOYEES)

AGENT

The undersigned Agent certifies that he has obtained this engagement.

Name

Association