

FESTIVAL/SPECIAL EVENT PERFORMANCE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__, is for the services of music and/or entertainment described below between the undersigned entertainer(s) (includes accompanying musicians as described below, hereinafter referred to as "ARTIST") and the buyer who is to conduct the event listed below (hereinafter referred to as "BUYER").

Business will be conducted through designated agent or representative (hereinafter referred to as "MANAGER").

1 BUYER will conduct the Concert known as:

1 BUYER desires to hire ARTIST(s) as an independent contractor to provide the entertainment generally described below (the "Performance") on the following days and ARTIST(s) agrees to provide such Performance at said Concert.

_____ day of _____, 20__,	Time: _____	Duration: _____
_____ day of _____, 20__,	Time: _____	Duration: _____
_____ day of _____, 20__,	Time: _____	Duration: _____
_____ day of _____, 20__,	Time: _____	Duration: _____
_____ day of _____, 20__,	Time: _____	Duration: _____
_____ day of _____, 20__,	Time: _____	Duration: _____
_____ day of _____, 20__,	Time: _____	Duration: _____
_____ day of _____, 20__,	Time: _____	Duration: _____

1 Entertainers: The names and addresses of the Entertainers who will appear during the Performance, the amounts to be paid to each, and the Entertainer's social security numbers and union numbers, if any, are listed on Addendum A.

1 Location of Concert: The physical location of the Concert is:

1 Agreement to Perform: ARTIST(s) agree to provide the Performance in accordance with the terms of this AGREEMENT and any attached addenda or riders.

1 Price of Performance: BUYER agrees to pay ARTIST(s) or his agent an aggregate of _____ dollars (\$_____) by check immediately following the Performance. Check shall be made payable to the MANAGER and upon proper endorsement of said check by MANAGER, BUYER agrees to cash the check for the MANAGER. The MANAGER shall distribute the amount to ARTIST(s) as agreed.

1 Recording, Reproduction or Transmission of Performance: BUYER will use means available to prevent the recording, reproduction or transmission of the Performance without the written permission of ARTIST(s) or ARTIST's representative.

1 Excuse of Obligations: BUYER and ARTIST(s) shall be excused from their obligations in the event of proven sickness, accident, riot, strike, epidemic, act of God or any other legitimate condition or occurrence beyond their respective control.

1 BUYER agrees to prepare and file all tax information required of a person who hires an independent contractor and ARTIST(s) agree that they have sole responsibility for the payment of any Federal or State taxes arising from the monies paid by BUYER to ARTIST(s)

for the Performance.

- 1 Indemnify for Copyright Infringement: ARTIST(s) represent and warrant that they are knowledgeable about the copyright laws of the United States as applicable to the Performance. ARTIST(s) shall not perform any copyrighted materials of others during Performance without full compliance with such applicable copyright laws. In the event that ARTIST(s) breaches this representation, warranty and covenant, ARTIST(s) hereby agree to INDEMNIFY AND HOLD HARMLESS BUYER and its employees, guests and agents from and against all liability, loss, damages, claims, and expenses (including attorney's fees) arising out of said breach.
- 1 Independent Contractor: ARTIST(s) acknowledges that he or she is an independent contractor and not an employee of BUYER. ARTIST(s) shall have sole control and direction in the conduct of the Performance.
- 1 Merchandising: ARTIST(s) may/may not
1 , during the 20__ Concert, sell any goods, products, merchandise or services (other than the services provided herein) on the grounds of the Concert.
- 1 Promotion: BUYER shall be entitled to advertise and promote the appearance of ARTIST(s) at the 20__ Concert. ARTIST(s) acknowledges that BUYER will rely on the terms in all such promotions and advertising and in the brochures to be printed. ARTIST(s) hereby acknowledges and agrees that BUYER may use ARTIST(s) name, photograph, likeness, facsimile signature and any other promotional materials in all such promotions, advertising or other activities used to increase attendance at the 20__ Concert.
- 2 Parking: BUYER shall provide parking spaces for vehicles in a location of close proximity to and with direct access to the backstage area where Performance will take place on the date(s) of Performance. This parking space will be reserved for ARTIST(s) for a period of four (4) hours prior to the Performance and ending three (3) hours following the Performance.
- 1 Security: BUYER shall provide security for the backstage and stage areas before, during and after the Performance. BUYER shall provide security personnel to protect ARTIST(s) and property as deemed appropriate.
- 1 Passes: BUYER shall provide identification passes to ARTIST(s) and ARTISTs' assistants for the backstage and stage where Performance is to be held.
- 1 Stage: At its sole expense, BUYER shall furnish the stage, and stage lighting, sound and power for the Performance, and BUYER shall provide all stagehands required to assist the setup for and takedown after the Performance.
- 1 Dressing Rooms: BUYER shall provide ARTIST(s) with one private dressing room, which will be clean, dry, well-lit and air-conditioned.
- 1 Authority to Execute: The MANAGER who is executing this AGREEMENT on behalf of ARTIST(s) hereby warrants and represents that he has the full power and authority to bind ARTIST(s).
- 1 GOVERNING LAW: 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 _____.

Your signature below will constitute this as a binding agreement.

DATED: _____

For ARTIST(s)

For BUYER

Signature

Signature

Name

Name

Address

Address

City/State/Zip

City/State/Zip

Telephone

Telephone

For MANAGER

Signature

Name

Address

City/State/Zip

Telephone

ADDENDUM A – List of ARTIST(s)
Please attach to this agreement