

PERFORMANCE BOOKING AGREEMENT

THIS PERFORMANCE BOOKING AGREEMENT (the "Agreement") made upon this _____ day of _____, in the year _____, by and between _____, (hereinafter "Venue"), whose address is _____, and _____ (hereinafter "Artist") whose address is: _____.

Intention: The Venue desires to hire Artist and Artist desires to provide such Performance for Venue, as independent contractor(s), to provide the entertainment generally described as the "Performance" listed herein.

Date of Performance: this Performance will occur on _____ from _____: _____ AM/PM until _____: _____ AM/PM (times are in local timezone). See below: payment must be made prior to start of the Performance.

Place of Performance: The place of Performance is at _____, hereinafter referred to as Performance Site.

Performance: Artist provides music for entertainment purposes for this Performance.

Agreement to Perform: Artist agrees to provide the Performance in accordance with the terms of this Agreement and any addendums or riders hereto.

Price of Performance: Venue agrees to pay Artist or his agent an aggregate of _____ for the Performance by cash or certified payment method (cashiers check, etc.). If by means other than cash, make the payment payable to _____. Payment must be received prior to the start of the Performance.

Recording, Reproduction or Transmission of Performance: Venue will use its best efforts to prevent the recording, reproduction or transmission of the Performance without the written permission of the Artist.

Excuse of Obligations: Venue and Artist shall be excused from their obligations hereunder in the event of proven sickness, accident, riot, strike, epidemic, act of God or any other legitimate condition or occurrence beyond their respective control.

Independent Contractor: Artist acknowledges that they shall perform their obligations hereunder as an independent contractor and not as an employee of Venue. Artist further acknowledges that they are not on Venue's payroll and social security or tax withholding rolls. Artist shall have sole control and direction in the conduct of the Performance.

Merchandising: Artist shall not sell any goods, products, merchandise or services (other than the services provided herein on the property of Venue except by express written permission of the Venue.

Promotion: Venue shall be entitled to advertise and promote the appearance of Artist at the Performance. Artist acknowledges that Venue will rely on the terms hereof in all such promotions and advertising. Artist hereby acknowledges and agree that Venue may use their name(s), photographs, likeness, facsimile in promotional materials and advertising designed to increase the attendance at Performance.

Parking: Venue shall provide a parking space for Artist vehicle(s) in a location of close proximity to and with direct access to the Performance Site. This parking space will be reserved for Artist for a period of four (4) hours prior to the Performance and ending three (3) hours following the Performance.

Stage: Venue shall provide a location for the Performance Site that provides: direct access to electrical power for Artist (less than 30-feet/10-meters from the stage); protection from precipitation and/or direct sunlight; is accessible to the Artist and Artist's equipment; and reasonable and customary security from theft or damage before, during and after Performance.

Sound system: The sound system for this Performance will be provided by the **Venue/Artist**.

Governing Law: This Agreement shall be enforced by the Governing law of _____. Any controversy, claim or dispute not settled during the mediation process or the arbitration process shall be settled within a court of law based within the same. All disputes settled within the court of law shall be deemed binding to the fullest extent of the law.

Entire Agreement: This Agreement contains the entire agreement between the parties and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment of the terms of this agreement shall be binding unless reduced to writing and signed by Artist and Venue.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

ACCEPTED AND AGREED TO:

Venue _____

Artist _____

Print: _____

Print: _____

dated _____

dated _____