

Music Performance Agreement

Page 1

THIS AGREEMENT is entered into this ____ day of _____ 200__, by and between the Performance Group ("PG") and Buyer identified below (collectively, the "Parties").

IN CONSIDERATION of the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Buyer hereby engages PG to provide a Performance upon the following terms:

1) **Performance Group.**

PG Contact _____
Address _____
Phone _____

2) **Number of Performers in PG.** _____

3) **Buyer.**

Name _____
Address _____
Phone _____

4) **Place of Performance.**

5) **Date of Performance.**

6) **Time of Performance.** _____ a.m./p.m. until _____ a.m./p.m.

7) **Performance Content.** PG and all of the above-identified Members shall perform a performance of the type generally designated as _____ at the date, time and place listed above. The Performance shall last at least _____ hours, including set breaks listed below.

8) **Permits.** Buyer warrants and represents that it has obtained all approvals, permits, licenses and/or variances necessary for the Performance, if any are required.

9) **Breaks.** PG shall have ____ breaks, averaging _____ each.

10) **Performance Fee.** Buyer shall pay PG a Performance Fee of \$ _____ , payable at the conclusion of the performance.

11) **Sound and Set-Up.** At least ____ minutes prior to the Time of Performance, Buyer shall provide PG and their designated representatives sufficient access to the Place of Performance for set-up and sound check. PG will not furnish any sound amplification or recording system as part of this agreement, and any such system desired is the responsibility of the Buyer.

Music Performance Agreement

Page 2

12) Cancellation.

If Buyer cancels this Agreement (by providing written or verbal notice to the PG Member Contact), by the following dates, the Parties shall promptly take the following actions:

Date Buyer provides notice of cancellation:

Action required:

At least ____ days before the Date of Performance

None (no obligation of PG or Buyer)

Less than ____ days, but still before of Date of Performance

Buyer is obligated to pay a cancellation fee of \$ _____

On the Date of Performance

Buyer promptly pays PG full balance of Performance Fee.

The obligation of the Parties shall be excused by detention of key participants by sickness, accident, riot, strike, epidemic, act of God, or any other legitimate condition beyond the control of the obliged Party. If such circumstances arise in the case of PG, PG shall obtain replacement personnel. If such circumstances arise in the case of Buyer, Buyer shall comply with the notice of cancellation provisions described herein. Neither Party shall be liable for indirect, special or consequential damages arising from any breach of this Agreement.

13) Additional Provisions. The Parties agree to the following additional terms:

I have read and agree to all terms as written in this Agreement.

Buyer

By _____
Date _____

Performance Group

By _____
Date _____