

State of \_\_\_\_\_

# PERFORMANCE AGREEMENT

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This Performance Contract (the "Agreement") is made and entered into on **[Effective Date]**, by and between:

**Client / Organizer:** [Full Name or Company Name], of [Address] (the "Client"), and **Performer / Artist:** [Full Name or Group Name], of [Address] (the "Performer").

The Client and the Performer may each be referred to individually as a "Party" and collectively as the "Parties."

## 1. Purpose and Engagement

The Client hereby engages the Performer to provide a live performance (the "Performance") as described in this Agreement, and the Performer agrees to perform under the terms set forth below.

## 2. Performance Details

- **Type of Performance:** [Music / Dance / Theatre / Comedy / Other]
- **Performance Title or Description:** [Short description of performance]
- **Date(s):** [Performance Date(s)]
- **Start Time:** [Start Time] **End Time:** [End Time]
- **Venue Name and Address:** [Venue Details]
- **Setup / Rehearsal Time:** [Rehearsal or soundcheck time]
- **Cleanup / Teardown Time:** [Cleanup time]

The Performer agrees to arrive on time, ready to perform at the agreed hour, and provide the services in a professional manner consistent with industry standards.

## 3. Compensation and Payment Terms

- **Performance Fee:** [Total Amount in currency]
- **Deposit:** [Amount or %] due by [Deposit Date]. The deposit is non-refundable and required to secure the date. Deposits shall be subject to applicable consumer protection

laws of the governing jurisdiction.

- **Balance Payment:** [Amount] due on or before [Due Date or event day].
- **Payment Method:** [Specify e.g., cash, check, bank transfer].
- **Relationship of the Parties:** The Performer is [ ] an independent contractor and not an employee or agent of the Client or [ ] an employee/agent of the Client.
- **Taxes, Permits, and Licenses:** [ ] Each Party [ ] Client [ ] Performer is responsible for its own taxes, permits, and licenses required by law.

If any additional expenses (such as travel, accommodation, or meals) are to be covered by the Client, they shall be pre-approved in writing and reimbursed within [X] days of submission of receipts.

Late payments may accrue interest at a rate of [X%] per month until paid in full, or at the maximum rate permitted by applicable law.”

## 4. Performance Requirements

### 4.1 Equipment and Technical Support

Unless otherwise agreed:

- The Client shall provide adequate stage, sound, and lighting equipment suitable for the Performance.
- The Performer shall bring all personal instruments, costumes, and props unless otherwise specified.

### 4.2 Special Provisions by Performance Type

- **Music Performances:** Client shall provide a functioning PA system and allow a soundcheck prior to performance. Performers may sell merchandise on-site, subject to venue approval.
- **Dance Performances:** The stage area must be safe, clean, and properly lit. The Performer retains ownership of original choreography unless otherwise agreed in writing.
- **Theatre / Drama Productions:** Rehearsal times, props, and costume arrangements shall be coordinated in advance.
- **Comedy / Spoken Word:** The Client shall ensure a suitable sound system and a performance environment free from disruptions.

### 4.3 Recording and Promotion

No recording, filming, or broadcasting of the Performance is permitted without the Performer's prior written consent.

The Client may use the Performer's name, image, or likeness solely for event promotion and publicity related to the Performance.

## **5. Cancellation and Postponement**

### **5.1 Cancellation by Client**

- If the Client cancels more than [X days] prior to the Performance, the Performer shall retain the deposit.
- If the Client cancels less than [X days] prior to the Performance, the full Performance Fee is due and payable.

### **5.2 Cancellation by Performer**

If the Performer cancels, any paid deposit shall be refunded to the Client within [X days], and the Performer shall use reasonable efforts to assist the Client in finding a replacement of similar quality.

### **5.3 Force Majeure**

Neither Party shall be held liable for delay or failure to perform due to causes beyond reasonable control, including but not limited to acts of nature, illness, government restrictions, or emergencies. In such cases, both Parties shall make reasonable efforts to reschedule.

## **6. Insurance and Liability**

- The Client shall ensure adequate venue and event insurance, including general liability coverage, and/or as required by applicable law and venue policy.
- The Performer shall be responsible for personal property and equipment.
- Each Party agrees to indemnify and hold harmless the other against any claims, losses, or damages arising out of their own acts, omissions, or negligence. As such, each party is responsible for any harm or damage caused by its own actions or negligence.

## **7. Ownership and Intellectual Property**

The Performer retains ownership of all original creative works, music, choreography, and performance material presented under this Agreement unless otherwise specified in writing. This means the Performer keeps creative rights to their work and the Client may not reuse it without permission.

The Client is granted no rights to reproduce or distribute any recordings or materials from the Performance except as expressly authorized by the Performer.

## 8. Term and Termination

This Agreement takes effect on the Effective Date and continues until completion of all obligations herein.

Either Party may terminate this Agreement upon material breach by the other Party, provided written notice is given and the breach is not cured within [X days] of notice.

## 9. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of [State / Province / county Country].

Any dispute arising under or relating to this Agreement shall first be resolved through good faith negotiation. If unresolved, disputes shall be resolved by binding arbitration where legally permissible, otherwise by the courts of [State/county]

## 10. Miscellaneous

- **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes any prior agreements or representations.
- **Amendments:** Any modifications must be in writing and signed by both Parties.
- **Severability:** If any provision of this Agreement is held invalid, the remaining provisions shall remain in full force.
- **Assignment:** Neither Party may assign this Agreement without the written consent of the other.
- **Counterparts:** This Agreement may be executed in counterparts, including electronically, and shall be binding once signed by both Parties.
- **Confidentiality:** Neither Party shall disclose the terms of this Agreement except as required by law or as agreed upon between the parties in writing.