



**SAMPLE - PERFORMANCE AGREEMENT**

This Performance Agreement is made and entered by into the parties identified below on the date stated below.

For and in consideration of the following conditions and covenants, the Employer identified below agrees to hire \_\_\_\_\_ and \_\_\_\_\_ (hereinafter collectively "Artist") and \_\_\_\_\_ agrees to provide such performance services under the following terms and conditions:

This Agreement for performance services is entered into by Artist with \_\_\_\_\_ (hereinafter "Employer").

Employer agrees to provide and pay for the following:

**Place of Engagement:**

\_\_\_\_\_  
Place  
\_\_\_\_\_  
Street  
\_\_\_\_\_  
City/State/Zip  
(\_\_\_\_\_) \_\_\_\_\_  
Phone

**Date, Time & Duration of Engagement:**

\_\_\_\_\_  
Date(s)  
\_\_\_\_\_  
Time (a.m. / p.m.)  
\_\_\_\_\_  
Number of Sets and Duration  
\_\_\_\_\_  
Type of Engagement (dance, stage show, festival)

**Wages and Deposit:**

\_\_\_\_\_

Guaranteed Fee \$ \_\_\_\_\_

\_\_\_\_\_

Percentage (specify how it is to be calculated: gross/net of  
ticket sales / door / bar / other)

\_\_\_\_\_

Deposit Amount / Date to be Paid

**Accommodations:**

\_\_\_\_\_

Name of Hotel / Motel

\_\_\_\_\_

Address

\_\_\_\_\_

City/State/Zip

(       ) \_\_\_\_\_

Phone \_\_\_\_\_

\_\_\_\_\_

Number of Rooms - Number of Occupants

\_\_\_\_\_

Date(s) of Stay

\_\_\_\_\_

Meals - Number of Persons / Breakfast, Lunch, Dinner

\_\_\_\_\_

Sound System and Engineer to be provided by (club owner, promoter, sound reinforcement  
company).

\_\_\_\_\_

Light System and Technicians to be provided by (club owner, promoter, light company).

**Description of Sound System:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Sound and Light Check:** The set up and sound and light check time with  
full access to stage and PA equipment on the date of performance shall be at  
\_\_\_\_\_ a.m. / p.m.

**Security:** Employer will provide sufficient security so that no unauthorized persons will have access to the stage area or back stage area. Artist will provide the names of persons or guests authorized to be back stage, if any. Employer shall be responsible for any theft or damage to the equipment of Artist that may occur during the time that the equipment is located on Employer's premises.

**Recording:** No audio and/or video recording shall be made or allowed to be made of all or any parts of the performance(s) which is/are the subject of this Agreement. Performance may not be recorded, videotaped, reproduced, transmitted or disseminated at or in or from the place of engagement in any manner or by any means whatsoever without the explicit prior written agreement of Artist.

**Promotion and Production:** Employer shall be responsible for all matters pertaining to the promotion and production of the scheduled engagement, including but not limited to venue rentals, security and advertising. Employer agrees to promote the scheduled performance(s) and will use its best efforts to obtain calendar listings, feature articles, interviews of Artist, reviews of the performance and Artist's recordings in all local print, radio and television media. Artist will use his best efforts to obtain calendar listings, feature articles, interviews, reviews of the performance and his recordings in all local print, radio and television media.

**Merchandising:** Artist shall have the option to see recordings and/or other merchandising material at the performance and shall retain the proceeds of such sales.

**Free Tickets:** \_\_\_\_\_ free tickets shall be provided by the Employer for Artist.

**Insurance:** Employer agrees to retain any and all necessary personal injury and property damage liability insurance with respect to the activities of Artist on the premises of Employer or at such other location(s) where employer directs Artist to perform.

Employer agrees to indemnify and hold Artist harmless from any and all claims, liabilities, damages and expenses arising from any action or activity of Employer or Artist while Artist is rendering the contracted services, except for claims arising from Artist's willful misconduct or gross negligence.

**Cancellation:** In the event Employer cancels any performance less than three (3) weeks before the date of such performance, Employer will pay Artist as liquidated damages one-half of the guaranteed fee. In the event that Employer cancels any performance less than one (1) week before the date of such performance, Employer will pay Artist as liquidated damages the full guaranteed fee agreed to be paid for such performance.

The agreement that Artist perform is subject to detention by sickness, accident, riot, strikes, epidemic, acts of God or other legitimate occurrences beyond their control.

This contract shall be governed by the law of the State of Missouri and may be modified only by signed writing. This contract is binding and valid only when signed by the parties below. **(Insert name of Performer)**

**ARTIST**

**BY:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EMPLOYER:**

**BY:** \_\_\_\_\_

**Date:** \_\_\_\_\_