

# ENTERTAINMENT PERFORMANCE AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## PARTIES:

This Entertainment Performance Agreement (the "Agreement") is entered into by and between:

1. Performer/Artist Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone/Email: \_\_\_\_\_

2. Presenter/Client Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone/Email: \_\_\_\_\_

## 1. ENGAGEMENT:

Presenter hereby engages Performer to provide entertainment services as described herein, and Performer accepts such engagement upon the terms and conditions set forth in this Agreement.

## 2. PERFORMANCE DETAILS:

Date(s) of Performance: \_\_\_\_\_

Time(s) of Performance: \_\_\_\_\_

Performance Location / Venue: \_\_\_\_\_

Type of Performance / Description: \_\_\_\_\_

## 3. COMPENSATION AND PAYMENT TERMS:

Total Performance Fee: \_\_\_\_\_ USD

Deposit Amount (if any): \_\_\_\_\_ USD

Balance Due: \_\_\_\_\_ USD

Payment Method and Schedule: \_\_\_\_\_

## 4. CANCELLATION AND REFUND POLICY:

If Presenter cancels this Agreement more than \_\_\_\_\_ days prior to the performance date, any deposit paid will be refunded less reasonable administrative fees. Cancellations within \_\_\_\_\_ days of the performance date forfeit the deposit. Refunds on the balance will be subject to Performer's discretion and must be agreed in writing.

## 5. EQUIPMENT AND TECHNICAL REQUIREMENTS:

Presenter shall provide all necessary equipment, sound, lighting, and stage facilities as specified by Performer prior to the performance. Any additional technical specifications are outlined in the attached Rider, which is incorporated herein by reference.

## 6. FORCE MAJEURE:

Neither party shall be liable for failure or delay in performance due to causes beyond their reasonable control, including but not limited to acts of God, war, terrorism, government orders, labor disputes, or emergencies. In such event, the parties shall make reasonable efforts to reschedule the performance.

**7. INDEPENDENT CONTRACTOR STATUS:**

Performer is an independent contractor and not an employee or agent of Presenter. Performer shall be solely responsible for all taxes, insurance, and other obligations related to their business.

**8. LIABILITY AND INDEMNIFICATION:**

Presenter assumes all risk for injury, loss, or damage to persons or property arising from the performance or use of the venue (except to the extent caused by Performer's gross negligence or willful misconduct). Presenter agrees to indemnify and hold Performer harmless from all claims, liabilities, damages, and expenses.

**9. COPYRIGHT, RECORDING, AND MEDIA:**

Presenter shall not record, reproduce, broadcast, or distribute any portion of the performance without prior written consent of Performer. Performer retains all rights to their intellectual property.

**10. NON-ASSIGNMENT:**

Neither party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other, except Performer may assign this Agreement to affiliated entities.

**11. GOVERNING LAW AND DISPUTE RESOLUTION:**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_. The parties agree to submit to the exclusive jurisdiction of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_. Any disputes arising under this Agreement shall be resolved first through good faith negotiations, and if unsuccessful, by binding arbitration.

**12. ENTIRE AGREEMENT; AMENDMENTS:**

This Agreement, including any attached Riders and schedules, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings. Any amendments must be in writing and signed by both parties.

**13. SEVERABILITY:**

If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

**14. SIGNATURES:**

**PERFORMER SIGNATURE**

**PRESENTER SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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