MUSIC PERFORMANCE CONTRACT

This Music Performance Contract (this "Contract") is made on _____, 20____.

Performer (solo artist, band or DJ): _____, signing through _____, mailing address _____.

Purchaser: _____, signing through _____, mailing address _____.

1. THE EVENT AND SCHEDULE

Type of event (check one): [ ] wedding or private party; [ ] club, bar or restaurant; [ ] concert or festival; [ ] corporate event; [ ] other: _____.

Event date: _____. Venue (name and address): _____ (the "Venue"). The performance area is [ ] indoors [ ] outdoors.

Load-in: _____. Sound check: _____. Set 1 starts at _____ and lasts _____. Set 2 starts at _____ and lasts _____. Set 3 starts at _____ and lasts _____.

Band members, if any: _____. A substitute musician of comparable skill may replace a member who cannot perform.

2. THE PERFORMANCE

Performer will dress as follows: _____. Song requests and any do-not-play list: _____. Performer [ ] will [ ] will not act as master of ceremonies.

Performer decides the songs and order of the performance, keeps the volume within the Venue's limits, and follows the Venue's written rules.

3. SOUND, LIGHTS AND EQUIPMENT

Sound system provided by: [ ] Performer; [ ] Purchaser or the Venue; [ ] none (acoustic). Stage lighting provided by: [ ] Performer; [ ] Purchaser or the Venue; [ ] none.

Instruments, amplifiers and DJ gear: [ ] Performer brings all of it; [ ] Purchaser provides: _____.

Purchaser provides a safe, level performance area with grounded power nearby (and overhead cover outdoors), and pays to repair Performer's equipment damaged by Purchaser's staff or guests.

Technical rider: _____. Hospitality: _____.

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4. FEE AND PAYMENT

Fee (check one): [ ] a flat fee of $_____; [ ] a guarantee of $_____ plus _____% of the door receipts; [ ] _____% of the door receipts only; [ ] tips only, no fee from Purchaser. Door receipts are admission and ticket sales less sales taxes and ticketing fees, and Purchaser gives Performer a written statement at the end of the event.

Deposit of $_____ due at signing, credited toward the fee. Balance due: _____. Payment method: _____.

5. RECORDING AND MERCHANDISE

Guests may take personal photos and short phone videos. Purchaser (check one): [ ] may not record or stream; [ ] may record but not stream; [ ] may record and stream. Purchaser may not sell a recording or use it in paid advertising without Performer's written consent. Performer [ ] may [ ] may not record the performance for Performer's own promotion.

Performer [ ] may [ ] may not sell merchandise at the event. Purchaser's share of merchandise sales: _____%.

6. CANCELLATION, WEATHER AND FORCE MAJEURE

If Purchaser cancels in writing more than _____ days before the event, the deposit is [ ] refunded [ ] kept by Performer. If Purchaser cancels _____ days or fewer before the event, Purchaser owes _____% of the fee (or a cancellation fee of $_____ for a door or tips deal). These amounts are a reasonable estimate of Performer's loss and not a penalty.

If Performer cancels for a reason other than Purchaser's breach or a force majeure event, Performer refunds every payment within 7 days.

Outdoors, Performer may pause or stop for rain, lightning, high wind or extreme heat. Rain location: _____. If weather stops the show: [ ] the fee is owed in full if Performer is ready to perform; [ ] the parties try to pick a new date, then refund all payments except the deposit.

If severe weather, a venue closure, a government order or a serious illness prevents the performance: [ ] the parties try to pick a new date first, then refund; [ ] Performer refunds every payment.

7. RESPONSIBILITIES AND GENERAL TERMS

Performer is an independent contractor. Any license needed for the public performance of copyrighted music at the event is the responsibility of Purchaser or the Venue, not Performer. Performer [ ] will [ ] will not carry general liability insurance.

The law of the State of _____ governs this Contract. Any lawsuit will be brought in the courts for the county where the Venue is located, and either party may use small claims court. This Contract is the entire agreement,

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can be changed only in a signed writing (set times, song requests and rider details may be agreed by email or text), and may be signed in counterparts and electronically.

Additional terms: _____

SIGNATURES

Performer

Signature: _____ Date: _____

Printed Name: _____

Purchaser

Signature: _____ Date: _____

Printed Name: _____

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