

Live Performance Contract

This contract (the “**Agreement**”) is made on this **day of** , **20** , between (the “**Purchaser**”) and **Gene Smith** (the “**Performer**”) for the hiring of the Performer as an independent contractor to perform for the Purchaser’s (the “**Performance**”) at (the “**Venue**”), located at the address .

It is agreed as follows:

1. **Place, date, and time of the Performance.** The parties agree that the time and place of the Performance will be a , located at , on the **day of** , **20** at **until** . The Performer shall have access to the venue to set up no less than sixty (60) minutes prior to the Performance.
2. **Description of the Performance.** The Performance will consist of musical material selected by the Performer. The Performance will last a total of () minutes. Additional hour(s) or parts thereof are available at the Purchaser's request at an hourly rate of \$.
3. **Payment.** Compensation for the Performance will be \$, payable by cash, check, or electronic transfer. A deposit of \$ (a required condition for the contract to proceed) shall be tendered no later than one (1) week after receipt of this contract in order to secure the engagement. The remainder of the payment (which together with the deposit constitutes the “**Fee**”) is due immediately prior to the Performance, but may be conveyed earlier.
4. **Cancellation.** If full payment is not made by the appointed time immediately prior to the Performance, the Performance may be canceled by the Performer, and the Purchaser may not seek any damages. Cancellation may be made by the Purchaser before thirty (30) days prior to the time of the Performance, in which case the Purchaser's deposit is non-refundable, but the Purchaser will not have to pay the remainder of the Fee. If the Performance is canceled within 30 days of the Performance, the Purchaser must pay the Performer's full Fee.
5. **Force Majeure.** In the event the Performance cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of the Performer, the deposit of Fee is , and no other portion of Fee is due. The parties may elect to negotiate a substitute Performance on the same terms as this Agreement save for the time of the Performance, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.
6. **Food and Drink.** The Purchaser will provide the Performer and crew members with food and beverage.
7. **Parking.** The Purchaser will secure sufficient parking for the Performer's large cargo van within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the Performance and lasting until 1 hour after the Performance.
8. **Insurance.** Performer shall obtain and maintain, at Client’s expense, adequate personal injury and property damage liability insurance coverage and such coverage shall extend to all activities related to Performer’s engagement and performance, including time of set up and take down. Except for claims arising from Performer’s willful or intentional acts, Client shall indemnify Performer for any third party claims.

9. **Indemnification.** The Purchaser indemnifies and holds the Performer harmless for any claims of property damage or bodily injury caused by the Performance attendees.
10. **Security, Health, and Safety.** The Purchaser warrants that Venue will be of sufficient size to safely conduct the Performance, that Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary. The Purchaser maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims.
11. **Severability.** If any portion of the Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of the Agreement will remain in force.
12. **Interpretation.** The Agreement will be interpreted according to the laws of the State of New York.
13. **Riders.** Nothing in the Agreement shall prevent any rider from being added to the Agreement that is favorable to the Performer, as judged by the Performer. All riders must be in writing and signed by the party against whom enforcement is sought.

The below-signed Performer's Representative warrants s/he has authority to enforceably sign this agreement for the Performer in its entirety. The below signed Purchaser warrants s/he has authority to bind the Purchaser and Venue (above).

Signature of the Performer's Representative:

Date:

Performer's Representative typed name: Ryan Smith

Performer's typed name: Gene Smith

Purchaser's Signature:

Date:

Purchaser's typed name: