



PERFORMANCE AGREEMENT

THIS AGREEMENT for the personal services of performing artists on the engagement described below between the undersigned _____, as purchaser of performance services ("Purchaser") and the undersigned artist or ensemble and /or its agent ("Artist") is made this ____ day of _____, _____.

A. BASIC TERMS:

1. Name of Artist: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ FAX: _____
E-mail address: _____
2. Place of Engagement: _____
3. Date(s) of Services: _____
4. Number of sets and duration: _____
5. Time for load-in: _____
6. Time for sound check: _____

B. PAYMENT OF ARTISTIC FEES:

1. Compensation Agreed Upon (Breakdown Below): _____
 - a. Base Performance Fee: _____
 - b. Meal Buyout: _____
 - c. Lodging Buyout: _____
 - d. Transportation Buyout: _____
2. Amount of Deposit: _____ Date Due: _____
3. Time of Payment: Fees will be paid by Purchaser's' check to be presented to Artist after performance on _____.
4. Artist requests its check be made payable to: _____.
5. Artist's Social Security Number or Employer Identification Number: _____. Attached W-9 must be completed and returned in order for payment to be processed.
6. The Purchaser's Contractual Provisions are attached and incorporated herein. Purchaser requires that a representative of the Artist sign and return the attached provisions, which are an integral element of this Agreement.

Artist _____

Purchaser: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

CONTRACTUAL ATTACHMENT

Purchaser and Artist or its Agent agree that the following provisions are incorporated into the contract to which it is attached and made a part thereof, said contract being signed and dated _____. The parties agree that the terms of this attachment prevail over the terms of any other document relating to and a part of the contract in which this attachment is incorporated.

1. PAYMENT AND COMPENSATION. Purchaser will make payment by check to Artist immediately after completion of the performance(s), unless otherwise previously agreed in writing by Artist and Purchaser. Payment of performance fee cannot be made until a copy of Artist's W-9 and Social Security number or federal identification number (FEIN) is provided to Purchaser.

2. ARTIST'S RIGHT TO TERMINATE. If Artist is entitled to deposit payment as provided above, and the deposit has not been paid within the time specified, Artist shall have the right to terminate this agreement without any further obligation upon ____ days notice.

3. CANCELLATION. Artist reserves the right to cancel this Agreement without obligation upon notice to Purchaser thirty (30) days in advance of the Performance date. In the event of Artist's cancellation, the deposit payment (if any) shall be returned promptly. If Purchaser cancels the performance less than thirty (30) days before the performance, Purchaser will pay Artist ____% of the guaranteed fee for the performance. If Purchaser cancels the performance less than two weeks before the performance, Purchaser will pay Artist ____% of the guaranteed fee for the performance. The parties agree that such payments are reasonable in light of anticipated or actual harm caused by the cancellation and the difficulties of proving the actual damages to the Artist.

4. FORCE MAJEURE. Neither Artist nor Purchaser shall be liable for failure to appear or perform its obligations under this agreement in the event that such failure is caused by or due to the acts or regulations of public authorities, labor difficulties, civil tumult, inclement weather, strike, epidemic, interruption or delay of transportation service, or any other legitimate cause beyond the control of Artist and Purchaser.

5. SICKNESS AND ACCIDENTS. Artist's agreement to perform is subject to proven detention by sickness or accident. In the event of such non-performance, the deposit payment (if any) advanced to the Artist shall be returned promptly.

6. PROMOTION AND PRODUCTION. Purchaser 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. Purchaser 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 prints, radio, and television media. Purchaser shall forward all copies of clippings, reviews, and posters to Artist. Artist agrees that Purchaser may use Artist's name, pictures, photo graphs, recordings, and other likenesses in connection with advertising and publicizing the engagement(s) hereunder, but such use shall not be without prior approval of Artist.

7. TICKETS AND TICKET SALES. Purchaser agrees that tickets shall be consecutively numbered and shall be available at the following prices: _____. Artist's representative shall have the right to inspect all ticket records and to be present in the box office prior to and during the performance. Free admission shall not exceed _____ percent of total tickets.

8. COMPLIMENTARY TICKETS. Unless otherwise agreed, Purchaser will allow ____ guests per band member, with a maximum of ____ tickets.

9. SALE OF MERCHANDISE. A fee of _____ per cent of gross sales will be paid to Purchaser by Artist for all merchandise, such as souvenir programs, books, photographs, recordings and other merchandise related to the Artist, sold immediately before, during or after the performance at the Venue. This fee will be paid to Purchaser upon completion of selling. Purchaser shall not permit any other sale or distribution of merchandise bearing Artist's trademarks or image. Purchaser shall provide a six-foot table and two chairs, or other accommodations mutually determined to be appropriate to the venue, for merchandise sales. Merchandise will be prominently placed so as to maximize sales.

10. VIDEO AND AUDIO TAPING. Purchaser shall not, and shall not permit any person to, record, broadcast or digitally stream in any manner whatsoever, Artist's performance without prior express written consent from Artist. Artist and/or his designees shall have the right to record the performance and to use the recordings as Artist sees fit. Purchaser shall have no interest or rights of any kind whatsoever in or to any such recordings of Artist's performance during this engagement.

11. TECHNICAL RIDER. Sound and/or lighting equipment and/or services shall be set forth in more detail in a Technical Rider signed by both parties and attached and incorporated hereto.

12. DRESSING ROOM. Purchaser shall provide _____ safe, clean dressing room(s) with lock(s). Special arrangements shall include:

_____.

13. HOSPITALITY, TRANSPORTATION, AND LODGING. Special arrangements shall be set forth in more detail in a Hospitality Rider signed by both parties and attached and incorporated hereto.

14. SECURITY. Purchaser shall provide adequate security so as to guarantee the safety of the audience and the Artist. Purchaser will ensure that no unauthorized persons will have access to the stage or back stage area, and the band will provide names of persons or guests authorized to be backstage. Purchaser 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 Purchaser's premise. Special arrangements shall include:

_____.

15. BACKGROUND MUSIC. Artist shall approve all background music played before and after Artist's performance.

16. PYROTECHNIC DEVICES. No pyrotechnic devices shall be used without the prior express written consent of both Artist and Purchaser. Any such device shall be subject to applicable fire laws and shall be administered by a person with professional experience in pyrotechnics. Purchaser shall be responsible for obtaining all applicable permits.

17. INDEPENDENT CONTRACTORS. Artist acknowledges that it is an independent contractor and not an employee of the Purchaser and shall be responsible for all taxes. Purchaser shall control the times and division of the performance, and Artist shall control the manner, means, and details of such performance.

18. INSURANCE. Purchaser shall obtain and maintain, at its own expense, adequate personal injury and property damage liability insurance coverage and such coverage shall extend to all activities related to Artist's engagement and performance, including time of set up and take down. Except for claims arising from Artist's willful or intentional acts, Purchaser shall indemnify Artist for any third party claims.

19. NO PERSONAL LIABILITY OF PURCHASER'S REPRESENTATIVES OR AGENTS. Any representative of Purchaser executing this contract as Purchaser or an agent thereof shall not be held personally liable for the payment of any costs or fees related to this contract.

20. ASSIGNMENT, ENTIRETY OF AGREEMENT, GOVERNING, JURISDICTION, AND MEDIATION. This agreement cannot be assigned or transferred without the written consent of Artist. This agreement constitutes the entire agreement between the parties. No modification shall be enforceable except in writing and signed by the parties hereto. This agreement shall be governed by the laws of the state of _____. In the event any dispute arising under this agreement results in litigation, arbitration, or mediation, such action or proceeding shall be brought within the state or federal courts of _____. Mediation of any dispute arising

from this agreement shall be conducted in accordance with the rules of the Arts Resolution Services, a program of the St. Louis Volunteer Lawyers and Accountants for the Arts.

21. SEVERABILITY. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are declared to be severable.

22. REPRESENTATIVE'S AUTHORITY TO CONTRACT. By signing this document, the representative and/or agent of the Artist hereby represents that such person is duly authorized and that the Artist agrees to be bound by the provisions of this Agreement. It is expressly understood and agreed that in acting hereunder solely in the capacity of representative or agent of Artist, said person is not a party to this contract and shall not be liable or responsible in any way for the omissions of Artist, nor for any failure by Artist to adequately perform or comply with any term or condition thereof.

Artist _____ Date: _____

Purchaser _____ Date: _____



+1 (561) 410-9723 | morganjoycehart@gmail.com | Winter Park, FL, 32792

SOLO CONTRACT RIDER

Artist: Morgan Joyce Hart Client: _____ Event Date: _____

Purchaser agrees to provide the following for the program:

TECH REQUIREMENTS (Stage Plot Attached Separately)

1. Basic stage with lighting
2. One (1) quality sound system compatible with the performance area (at least 3 input channels)
3. One (1) vocal microphone
4. One (1) boom microphone stand (has two parts so it can bend, not a straight one-piece stand)
5. Three (3) XLR microphone cables
6. Two (2) Direct Input Boxes **OR** One (1) 2-Channel Passive Stereo Direct Input Box
7. One (1) 3-prong extension cable
8. One (1) grounded electrical outlet
9. Access to venue and sound check minimum one (1) hour prior to event
10. One (1) table for merchandise. **ARTIST must be allowed to sell merchandise post-show.**

ARTIST WILL PROVIDE

1. Akai MPK Midi + USB adapter
2. Macbook Air + charger
3. Scarlett Audio Interface + USB adapter
4. One (1) Stereo Breakout Cable (3.5mm to 1/4 Y)
5. One (1) Midi stand
6. One (1) Computer Stand

HOSPITALITY REQUIREMENTS

1. Two (2) bottles of water
2. **Circle One:** MEALS PROVIDED by Purchaser, **OR** MEAL BUYOUT by purchaser of \$_____ per person, per mealtime
 - a. ____ People per mealtime; ____ Number of mealtimes
 - b. Mealtime Specifications: _____
 - c. Food conducive to singing, AKA no flour, dairy, or excessive sugar. Examples of appropriate options include, but are not limited to:
 - i. Burger without the bun + fries, Greek Salad w/ chicken or shrimp, Eggs + sausage/bacon + potatoes + fruit

LODGING AND TRANSPORTATION REQUIREMENTS

1. **Circle One:** LODGING PROVIDED by Purchaser, **OR** LODGING BUYOUT by purchaser of \$_____
 - a. One (1) private, non-smoking hotel room with two (2) double beds
 - b. Minimum 3-star hotels. Residence Halls / Guest Houses are okay. NO motels.

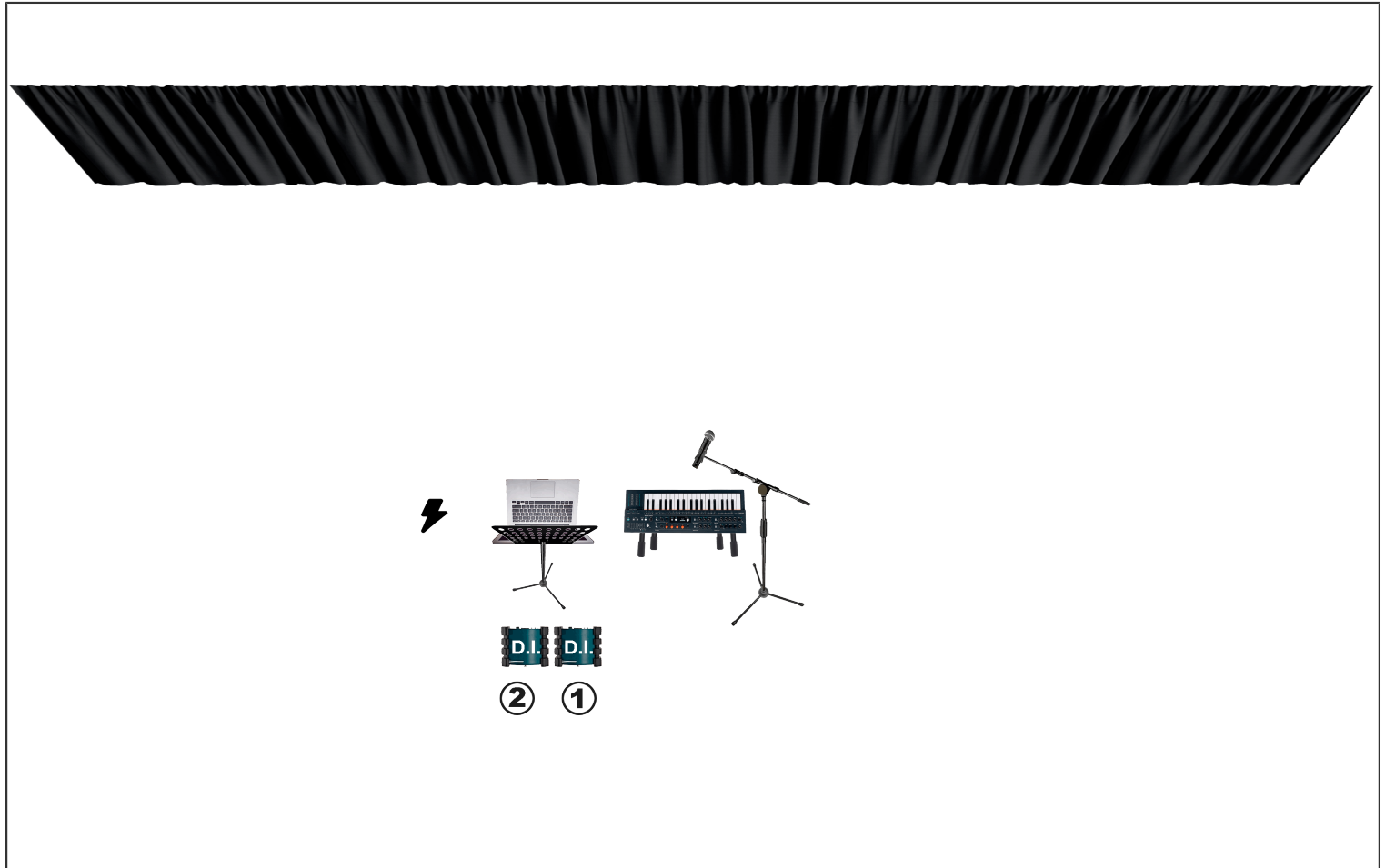
2. **Circle One:** FLIGHT & GROUND TRANSPORT PROVIDED by Purchaser, **OR** TRANSPORT BUYOUT by purchaser of \$_____
- a. For fly-in shows, round-trip airfare for _____ person(s), per advance with Artist or Management.
 - b. **Spirit Airlines, Allegiant Airlines, and Frontier Airlines are NOT accepted due to safety and reliability.**
 - c. For fly-in shows, ground transportation between airport, lodging, and venue
 - d. In the case of a rental car: gas reimbursement, plus free or validated parking for _____
 - e. For non-fly-in shows, gas reimbursement, plus free or validated parking for _____

Agreed to and Accepted by:

_____	_____	_____
Purchaser's Agent	Title	Date
_____	_____	_____
Morgan Joyce Hart	Title	Date

(Please execute all copies, retain one copy and return all other copies to Morgan Joyce Hart)

SOLO STAGE PLOT / TECH RIDER - Morgan Joyce Hart



1 DI: PC Left

2 DI: PC Right

TECH REQUIREMENTS:

- Basic stage with lighting
- One (1) quality sound system compatible with the performance area (at least 3 input channels)
- One (1) vocal microphone
- One (1) boom microphone stand (has two parts so it can bend, not a straight one-piece stand)
- Three (3) XLR microphone cables
- Two (2) Direct Input Boxes OR One (1) 2-Channel Passive Stereo Direct Input Box
- One (1) 3-prong extension cable
- One (1) grounded electrical outlet

ARTIST WILL PROVIDE:

- Akai MPK Midi + USB adapter
- Macbook Air + charger
- Scarlett Audio Interface + USB adapter
- One (1) Stereo Breakout Cable (3.5mm to 1/4 Y)
- One (1) Midi stand
- One (1) Computer Stand