

## PERFORMER CONTRACT

This contract is made and entered on the date of \_\_\_\_\_ by and between \_\_\_\_\_ (hereinafter referred to as Purchaser), and Doctor Noize Inc. (hereinafter called the Artist/Management). Witnesseth that the Purchaser hereby engages the Artist, and the Artist/Management accepts an engagement. Now, therefore, for and in consideration of the covenants and mutual promises contained herein, the parties hereto agree as follows:

1. Artist agrees to perform as follows:

1. Name of Artist: Doctor Noize
2. Date(s) of Employment: \_\_\_\_\_
3. Place of Employment:
  1. Venue Name: \_\_\_\_\_
  2. Venue Address: \_\_\_\_\_
4. Time of performance: \_\_\_\_\_
5. Load-in time (please see below): \_\_\_\_\_
  1. Optimal Load-in times:
    1. 2 hours before for Doctor Noize Live!, Doctor Noize Symphony Shows, Create A Hit Song With Doctor Noize!, & Compose Yourself! Day 3
    2. 45 minutes before for Doctor Noize Unplugged, Let's Go Bananas!, Live Learning Adventures, Compose Yourself! Days 1-2, & Keynote Addresses
6. Sound Check time (please see below): \_\_\_\_\_
  1. Optimal Sound Check times:
    1. 75 minutes before for Doctor Noize Live!, Doctor Noize Symphony Shows, Create A Hit Song With Doctor Noize!, & Compose Yourself! Day 3
    2. 30 minutes before for Doctor Noize Unplugged, Let's Go Bananas!, Live Learning Adventures, Compose Yourself! Days 1-2, & Keynote Addresses

2. Type of employment (circle and specify as appropriate):

1. Doctor Noize Live!
  1. Standard (45-60 minutes)
  2. Other (as specified): \_\_\_\_\_
2. Doctor Noize Unplugged
  1. Standard (30-45 minutes)
  2. Other (as specified): \_\_\_\_\_

3. Include a book reading in the Show?

1. Yes
2. No

3. Doctor Noize Symphony Show

1. Standard (60 minutes)
2. Other (as specified): \_\_\_\_\_
3. Program
  1. Phineas McBoof Crashes The Symphony
  2. Doctor Noize Goes Bananas!

4. Doctor Noize Workshop

1. Create A Hit Song With Doctor Noize!
  1. Standard (60-90 minutes)
  2. Other (as specified): \_\_\_\_\_
2. Let's Go Bananas!
  1. Standard (60-90 minutes)
  2. Other (as specified): \_\_\_\_\_
3. Live Learning Adventures
  1. Standard (60-90 minutes)
  2. Other (as specified): \_\_\_\_\_
4. Compose Yourself!
  1. Standard (3 Day Workshop, 45-60 minutes per day)
  2. Other (as specified): \_\_\_\_\_

5. Doctor Noize Keynote Address

1. Demystifying Excellence
  1. Standard (20-60 minutes, pending discussion session)
  2. Other (as specified): \_\_\_\_\_
2. Sophistication Matters
  1. Standard (20-60 minutes, pending discussion session)
  2. Other (as specified): \_\_\_\_\_

6. Doctor Noize Full Day

1. Standard 8 hours
2. Programs & times
  1. \_\_\_\_\_
  2. \_\_\_\_\_

3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_

7. Other (as specified): \_\_\_\_\_

### 3. Pre- & Post-Performance Entertainment & Activities:

1. Would you like to show Doctor Noize's pre-show Music Video & Learning Adventure DVD on your venue's video screen for pre-show entertainment of early arrivers?

1. Yes
2. No

#### 2. Creation Station

1. The Creation Station is a place for kids and adults to have fun and explore Doctor Noize's free and commercial productions before and after an event. Attendees can:

1. Meet Doctor Noize
2. Play free Doctor Noize iPad apps
3. Watch free Doctor Noize Music Videos & Learning Adventures
4. Get free Doctor Noize Coloring Pages
5. Exchange Doctor Noize VIP ticket stubs for free products
6. Sign up for the Doctor Noize Mailing List
7. Purchase signed & discounted Doctor Noize albums, books & merchandise

2. Would you like Doctor Noize to set up his Creation Station at the show for pre- and post-show entertainment & activities described below?

1. Yes -- venue will provide a table for the Creation Station
2. No

### 4. Sound System:

1. For Doctor Noize Live!, Doctor Noize Symphony Shows, Create A Hit Song With Doctor Noize!, & Compose Yourself! Day 3:

1. Artist will provide all required instruments, microphones, and performance equipment except amplified PA speakers.

2. Venue will provide professional amplified PA speakers appropriate for the performance space unless specified below. Please select:
  1. Venue will provide PA speakers.
  2. Doctor Noize will provide PA speakers for an additional fee of \_\_\_\_\_.
3. Stage Plot & Tech Specs
  1. Has your venue's tech rep read and committed to Doctor Noize's Stage Plot & Tech Specs at <http://www.doctornoize.com/presskit/stage-plot-and-tech-specs/>?
    1. Yes
    2. No
  2. Will your venue provide a sound technician for the amplified PA speakers?
    1. Yes
    2. No
2. For Unplugged Shows:
  1. If this is an acoustic Unplugged Show for a small venue, you can skip this section.
  2. If this is an Unplugged Show in a larger setting that requires amplification:
    1. Artist will provide all required instruments and performance equipment except vocal microphone and amplified PA speakers.
    2. Venue will provide professional amplified PA speakers appropriate for the performance space unless specified below. Please select:
      1. Venue will provide a vocal mic and PA speakers. A wireless headset mic is strongly preferable to a standard handheld mic. If it's a standard handheld mic, it needs a stand.
      2. Doctor Noize will provide a vocal mic and PA speakers for an additional fee of \_\_\_\_\_.
3. For Let's Go Bananas!, Live Learning Adventures, & Compose Yourself! Days 1-2:
  1. Artist will provide required Learning Materials.
  2. Venue will provide CD Player or iPod Audio Inputs for Workshop listening content.
5. Payment:
  1. Payment agreed upon: \_\_\_\_\_
  2. Payment shall be as follows: 50% up front when contract has been signed, by check or certified funds made to "Dr. Noize Inc." and mailed to Dr. Noize Inc., PO Box 631995, Littleton, CO 80163-1995. Remaining 50% payment to be given on the day of performance to Artist, payable in cash, check or certified funds made to "Dr. Noize Inc."

6. Special Provisions:

1. The performance is:
  1. Indoors
  2. Outdoors (please see notes below)
    1. At an outdoor venue, Doctor Noize's onstage equipment must be protected from water and rain or it will be damaged. Doctor Noize cannot set up his equipment on an uncovered outdoor stage when the forecast calls for rain.
    2. Please note: Full performance payment is still due for shows that are rained out for this reason with no contingency plan. Please have a contingency plan in place; we don't want you to waste your money.
    3. Doctor Noize Inc. will make every effort to reschedule the show at no additional cost if the rescheduling is done at least a day in advance and it fits into our tour schedule.
2. Will there be professional lighting at the show?
  1. Yes
  2. No
3. Dressing Room / Green Room: Purchaser will provide a secure area for Artist to keep personal items and performance cases in.
4. Purchaser will provide security for Artist's onstage gear for:
  1. 1 hour before, during, and 1 hour after Doctor Noize Live!, Doctor Noize Symphony Shows, Create A Hit Song With Doctor Noize!, & Compose Yourself! Day 3
  2. 30 minutes before, during, and 30 minutes after Doctor Noize Unplugged, Let's Go Bananas!, Live Learning Adventures, Compose Yourself! Days 1-2, & Keynote Addresses
5. Purchaser will provide bottled water for Artist before sets.
6. A facsimile signature will be accepted as an original signature.
7. Artist represents that he is an independent contractor and not an employee of the Purchaser. Artist is retained solely for the event describe above. Artist acknowledges that he is responsible for payment of all employment-related taxes associated with the payment provided for this agreement.
8. The performance to be rendered pursuant to this agreement is not to be recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, in the

absence of a specific written agreement between the Purchaser and the Artist/Management relating to and permitting such recordings, reproduction or transmission.

9. a) Cancellation or attempted cancellation of the agreement within 90 days by the Purchaser shall in no manner release Purchaser from the obligation to pay the above wages in full, and in the event the Purchaser does not use the services of the Artist, full payment shall be made within 24 hours of the time designated above as the time for payment. Artist will make every effort to reschedule at no additional cost if it fits into our tour schedule. b) The Purchaser, in signing this contract or having same signed by a representative, acknowledges his or her authority to do so and hereby assumes liability of the amounts stated herein. c) Purchaser represents by his or her signature that he or she has dealt directly with the Artist or Artist's Management and intervention or purported cancellation by persons other than the parties to this contract is ineffective to cancel or rescind this contract.

10. In the event that the performance of any covenant(s) of this contract shall be prevented by an Act of God, physical disability, acts of regulations of public authorities or labor unions, labor difficulties or strike, each party shall respectively be relieved of their obligations stated in this agreement.

11. Venue for any lawsuit arising out of this contract will be in Colorado.

Signed,

Name of Purchaser:

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Signature

Doctor Noize Inc.

Name of Artist/Management

Cory Cullinan

CEO & Creative Director

Doctor Noize Inc.

PO Box 631995

Littleton, CO 80163-1995

[cory@doctornoize.com](mailto:cory@doctornoize.com)

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Signature