



**Hearpen Music**

PO Box 4 • Utica PA 16362  
Email: hearpen@ubuprojex.net • URL: www.ubuprojex.net  
EIN: 98-0370950

## Performance Contract

This AGREEMENT made [DATE] is between Hearpen Music (hereinafter referred to as "COMPANY") and [PURCHASER], (hereinafter referred to as "PURCHASER"). The PURCHASER hereby engages COMPANY to provide the services of David Thomas (hereinafter referred to as "ARTIST") to provide the entertainment presentation hereinafter described on the terms herein set forth.

The PURCHASER agrees to provide the ARTIST with the following elements:

- |                        |  |
|------------------------|--|
| 1. Billing             | David Thomas: "Living Room Concert"  |
| 2. Date                |  |
| 3. Location            |  |
| 4. Full Price          | \$999.49 (US Dollars)  |
| 5. Payment details     | Entire sum to be paid in advance 30 days before scheduled appearance to PayPal account hearpen@ubuprojex.net |
| 6. Merchandise         | Artist sells, 100% of receipts to Artist, 0% to Purchaser or House.  |
| 7. Ticketing           | See attached rider.  |
| 8. Performance Details | See attached rider.  |
| 9. Schedule            | TBC  |
| 10. Other Provisions   | Purchaser provides Artist with 6-pack of Budweiser in the can.   |
| 11. Stage Provisions   | Purchaser provides four (4) grounded electrical mains outlets, a small table and a sturdy armless chair.     |

One copy of this agreement signed by the PURCHASER must be received by the COMPANY no later than 30 days prior to the appearance. If said document is not received by this date, COMPANY shall have the right to cancel this engagement by notices to the PURCHASER. This agreement, including all terms and conditions expressed within the accompanying documents, constitutes the entire understanding between the parties to it. It cannot be changed orally and it shall be constructed, governed and interpreted pursuant to the laws of the state of Pennsylvania. This agreement may not be assigned by the PURCHASER. The following accompanying documents are hereby made an integral part of this agreement: "Living Room Concert Rider."

Agreed and Accepted, signed...

Agreed and Accepted, signed...

PURCHASER  
[NAME]  
[EMAIL]  
[TELEPHONE]  
[ADDRESS]

COMPANY  
David Thomas  
david@ubuprojex.net

Signed this date:

Signed this date:

## **Living Room Concert Rider**

(This document is part of the contract. It is important.)

1. The terms of this contract apply only to performances in the continental USA and England. Appearances in other territories may be negotiated subject to additional expenses where applicable. Acceptance of any offer is conditional and at sole discretion of Company.

### **Artist Responsibilities**

2. Artist shall provide a small PA suitable for performance in a living room at moderate sound levels.
3. Artist shall perform a sixty (60) minute concert. Encores are at the sole discretion of Artist.
4. Company shall refund the contracted fee should Artist cancel the appearance for any reason except for breach of contract by the Purchaser. Company shall not refund or reimburse any supplemental expenses paid by Purchaser for appearances outside the territory of this contract or for expenses agreed and paid under exceptional circumstances within the territory when cancellation of the appearance is for reasons of force majeure, terrorism, social unrest, or for any reason beyond the personal responsibility, injury or illness of the Artist. Company shall not refund the contracted fee or any expenses paid or incurred should Purchaser breach any terms of this contract, fail to insure the safety of the Artist and his equipment, or fail to insure that the Artist's appearance complies with local laws, noise ordinances, tenancy agreements, and the like.

### **Purchaser Responsibilities**

5. Purchaser is not liable for any of Artist's travel or accommodation expenses within the territory of this contract unless agreed to in writing prior to the contract date due to exceptional circumstances.
6. Purchaser agrees that the venue of the Artist's appearance is a private residence.
7. Purchaser agrees that admission to the concert is by invitation only and that admission shall not be paid "at the door." Purchaser may invite individuals to contribute to the cost of Artist's appearance as long as such contribution is transacted before the date of the concert.
8. Purchaser agrees that no more than forty (40) persons shall be admitted to the concert. Children under the age of fourteen (14) are exempted from this count.
9. Purchaser agrees that no alcohol, drugs, or refreshments shall be sold. Purchaser may include the cost of the "free" provision of alcohol and legal refreshments in the contribution to admission as long as such provision is paid ahead of time. It is the right of the Purchaser to allow or forbid persons attending the concert to bring their own alcohol and refreshments.
10. Purchaser may not advertize, promote or publicize the Artist's appearance in commercial media. Announcements are permissible on social networking sites.
11. Purchaser shall provide Artist with free and secure parking convenient to the venue and shall provide for the transport of Artist's equipment from his vehicle into and out of the concert venue.
12. Purchaser shall provide Company with detailed and accurate driving directions based on Artist's travel intentions.
13. Purchaser shall indemnify the Company and Artist against any breaches of local law, noise ordinances, tenancy agreements, or from any legal or personal action or liability incurred, caused or provoked by the appearance of the Artist. Purchaser shall indemnify and hold blameless the Company and Artist for any damage or liabilities caused by persons attending the concert appearance.
14. Company grants no copyright in the Artist's performance to Purchaser or any other person. No sound or video recording of the event may be made without the express written permission of the Company and Artist. Purchaser shall ensure that audio and video recording equipment are disabled during the performance unless the Company and Artists provide such express written permission.