

Artist Performance Contract

This contract is made this ____ day of _____, year 20 ____, between the undersigned "Purchaser/Venue/Promoter" and the "Artist", or Artist's agent on Artist's behalf. It supercedes any other agreement(s), where provisions are duplicated. The purchaser hereby agrees to engage the Artist(s) and the Artist(s) agree(s) to perform the engagement hereinafter provided, per all terms and conditions as stated herein, and those of any attached riders provided by the Artist.

Artist(s): Bongo Love

Place(s) of Engagement: _____
Address: _____ Phones: _____

Date(s) of Engagement: _____

Artist(s) Fee: _____

Payment/Balance: An advance deposit of 1/2 of guaranteed artist fee/ \$ _____ Must be paid by _____
made out to: by Cashiers Check or US Money Order and mailed to 4240 19th Street, _____, Boulder, CO 80304

Venue(s)/Promoter Contact: _____ Phones: _____

Venue/Promoter will provide adequate PA System (Sound System)

Description of PA System: _____

Load-In Time: _____ Sound Check: _____ Dinner: _____ Performance Time: _____ Duration: _____

SECURITY

Venue/Promoter will provide sufficient security so that no unauthorized persons will have access to the stage area or the backstage area. The band will provide names of persons or guests authorized to be backstage. Venue/Promoter 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 Employer's premises.

TRANSCRIPTION

No performance and /or this performance shall not be recorded, video taped, reproduced, transmitted or disseminated in or from the place of engagement in any manner or by any means whatsoever in the absence of a specified written agreement with the Employee.

ACCOMMODATIONS/ MEALS

Venue/Promoter shall provide _____ hotel rooms for the ARTIST during duration of engagement. ONE MAIN MEAL WITH DRINK SHALL BE PROVIDED DURING DURATION OF ENGAGEMENT. _____ backstage passes/names on guest list for bands guests.

MERCHANDISING

Artist shall have the option to sell albums, book, and/or merchandising material at the performance and shall retain the proceeds of such sales.

INSURANCE

Venue/Promoter agrees to retain any or all personal injury or property damage liability insurance with respect to the activities of Artist on the premises of Venue/Promoter or at such other location where Venue/Promoter directs Artist to perform. Venue/Promoter agrees to indemnify and hold artist harmless from any and all claims, liabilities, damages, and expenses arising from any action or activity of employer or Artist while Artist is rendering the contracted services except for claims arising from Artist's willful misconduct or gross negligence.

CANCELLATION

In the event that artist cancels for any reasons advance deposit will be returned in full. In the event that Venue/Promoter cancels show for any reasons (not withstanding natural disasters/catastrophes) without at least (5) five weeks notice to band, Venue/Promoter forfeits advance deposit thus Venue/Promoter will pay artists, as liquidated damages, one-half of the guaranteed fee. In the event that the Venue/Promoter cancels any performances less then (2) two weeks before the date of such performances, Venue/Promoter will pay artist, as liquidated damages, the full guaranteed fee agreed to be paid for such performances. The agreement that musicians perform is subject to detention by sickness, accident, riot, strikes epidemic, acts of God or other legitimate conditions beyond their control.

DISPUTES

In the event, any dispute arises under this agreement that results in litigation or arbitration, the prevailing party shall be paid reasonable attorneys fees and costs by the losing party. This contract shall be governed by _____ state law may be modified only by signed writing, and is binding and valid only when signed by the parties below, and artist has received the deposit specified no later than _____ (date)

The parties hereto hereby acknowledge that all provisions, terms and conditions, contained herein and any riders are made part of this Agreement, as well as other documented provisions not included here but provided by Venue/Promoter.

Artist Agent

Venue/Promoter

Kudzidza Foundation: 4240 19th Street, Boulder, CO. 80304