

# Live Band

## Performance Contract

### Appearance Agreement

THIS AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_, by and between the Performance Group ("PG") and Buyer identified below (collectively, the "Parties").

IN CONSIDERATION of the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Buyer hereby engages PG to provide a Performance upon the following terms:

- 1) Performance Group. \_\_\_\_\_
- 2) Performance Group Contact/Authorized Agent. \_\_\_\_\_
- 3) Buyer Name and Address. \_\_\_\_\_
- 4) Place of Performance. \_\_\_\_\_
- 5) Date of Performance. \_\_\_\_\_
- 6) Time of Performance. \_\_\_\_\_ a.m./p.m. until \_\_\_\_\_ a.m./p.m.
- 7) **Breaks.** PG shall have \_\_\_ breaks, averaging \_\_\_\_\_ each.
- 8) **Performance Fee.** Buyer shall pay a Performance Fee of \_\_\_\_\_, paid as follows:
  - A. A Deposit of \_\_\_\_\_ upon execution of this Agreement.
  - B. The Balance of \_\_\_\_\_ immediately following to the Performance.
- 9) **Promotion.** Buyer shall be responsible for all promotion of the Performance.
- 10) **Insurance.** Buyer warrants and represents that it has, or shall obtain, sufficient personal injury and property damage liability insurance with respect to the activities of PG at the Place of Performance.
- 11) **Accommodations.** Buyer shall provide each member of PG with:
  - Reasonable amounts of free water and soda during the Performance.
  - \_\_\_\_\_ Tickets to the Performance.
  - \_\_\_\_\_ Free meals on the Date of the Performance.
  - Lodging \_\_\_\_\_.
  - Transportation \_\_\_\_\_.
- 12) **Cancellation.** If Buyer cancels the Performance less than \_\_\_\_\_ weeks before the Date of Performance, Buyer shall forfeit the Deposit to PG, as liquidated damages. In addition, if Buyer cancels the Performance less than \_\_\_\_\_ weeks before the Date of Performance, Buyer shall pay PG, by the Performance Date, the above-identified Balance, as liquidated damages. The obligation of PG to perform shall be excused by detention of personnel by sickness, accidents, riots, strikes, epidemics, acts of God, Force of Nature or any other legitimate condition beyond the control of PG.
- 13) **Merchandise.** PG shall, at its option, sell promotional material at the Performance, retaining all proceeds associated therewith.
- 14) **General.** This Agreement will be governed and construed in accordance with the laws of the State of Iowa. This Agreement constitutes the entire Agreement between the Parties.
- 15) **Additional Provisions.** The Parties agree to the following additional terms:  
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