**PERFORMANCE AGREEMENT**

THIS CONTRACT (the "Agreement") made and entered into this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_ (the "Execution Date"),

**BETWEEN:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(the "Client")

**OF THE FIRST PART**

**- AND -**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(the "Performer")

**OF THE SECOND PART**

**BACKGROUND:**

1. The Performer is a professional entertainer known as "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_".
2. The Client wishes to engage the Performer subject to the terms and conditions as follows:

**IN CONSIDERATION OF** and as a condition of the Client hiring the Performer and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement agree as follows:

**Business Address of the Performer**
The Performer's business address is as follows:
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Business Address of the Client**

The Client's business address is as follows:
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Venue**

The place of performance (the "Venue") is located at:
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, England
Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Performance**

The entertainment to be provided by the Performer is generally described as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Performance").

**Date and Time of Performance**

The Performance will consist of one show on the date and between the times indicated in the table below and the Venue will be available for set-up and sound check at the date and time also indicated in the table:

|  |  |  |  |
| --- | --- | --- | --- |
| Set-up Time and Date | Date of Show | Start Time | End Time |
| \_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_ |

**Payment**

In full consideration for all services rendered by the Performer at the Performance, the Client agrees to pay the Performer a fixed fee of £\_\_\_\_\_\_ GBP (the "Fee").

**Performer Expenses**

The Performer agrees that the Fee is inclusive of all expenses, accommodations, traveling expenses to and from the Venue and covers any costs incurred by the Performer whatsoever, except as expressly provided in this Agreement.

**Payment of Balance**

Promptly after the last show on the final date of the Performance, the Client will pay to the Performer by\_\_\_\_\_\_\_\_\_\_\_\_

**Cancellation**

The Performer reserves the right to cancel this Agreement without obligation upon written notice to the Client prior to \_\_\_\_\_\_\_\_

The Client reserves the right to cancel this Agreement without obligation upon written notice to the Performer prior to \_\_\_\_\_\_\_\_\_. Cancellation by the Client later than \_\_\_\_\_\_\_\_\_\_\_will require payment of the full Fee.

**Non-performance by the Client**

Those obligations of the Client required to be met prior to the Performance are conditions precedent which must be satisfied in full by the Client before the Performer is required to perform unless otherwise agreed to by all parties in writing. If the Client cancels or postpones the Performance, or any show comprising the Performance, without proper notice or fails to make any payment or fails to perform any other condition precedent as required by this Agreement then the Client will be in breach of this Agreement and the Performer will have no further obligations under this Agreement.

**Force Majeure**

 Neither the Performer nor the Client will be held liable for any failure to perform their respective obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labour difficulties or strike, inclement weather, epidemic, interruption or delay of transportation service, acts of God, or any other legitimate cause beyond the reasonable control of the Performer and the Client.

**Sickness and Accidents**

The Performer agrees to meet its obligations under this Agreement subject to legitimate incapacity of the Performer caused by sickness or accident.

**Indemnification**

The Performer is responsible only for its own conduct. The Performer will be compensated by the Client for any and all damage done to the Performer's equipment by the Client, its agents or guests. The Client indemnifies and holds the Performer harmless for any and all property damage or personal injury that results from or is related to the Performance that is not directly caused by the Performer.

**Security**

The Client will take reasonable precautions for the safety of the Performer and the Performer's equipment during all aspects of the Performance and at all times while the Performer and the Performer's equipment is on the Venue premises. The Client is also responsible for ensuring that only the Performer and its designated technicians and representatives are allowed on stage or in the backstage area.

**Governing Law**

This Agreement will be governed by, and construed in accordance with, the laws of England. The Client and the Performer each submit to the jurisdiction of the courts of England for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

**Covenant of Good Faith and Fair Dealing**

The Client and the Performer agree to perform their obligations under this Agreement, in all respects, in good faith.

Signed by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Performer

Signed by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Client