

Appearance Agreement

THIS AGREEMENT is entered into this ___ day of _____, 200___, 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 Name _____
- 2) Members of Performance Group _____

3) PG Member Contact _____ Name and Address _____

4) Number of Performers in PG. ____

5) Buyer Name and Address. _____

6) Place of Performance. _____

7) Date of Performance. _____

8) Time of Performance. _____ a.m./p.m. until _____ a.m./p.m.

9) Performance Content. PG and all of the above-identified Members shall perform a performance of the type generally designated as _____

_____ at the date, time and place listed above. The Performance shall last at least _____ hours, including set breaks listed below.

10) Permits. Buyer warrants and represents that it has obtained all approvals, permits, licenses and/or variances necessary for the Performance.

11) Breaks. PG shall have ___ breaks, averaging _____ each.

12) Performance Fee. Buyer shall pay PG a Performance Fee of _____ as follows:

- Upon execution of this Agreement, Buyer shall pay to PG a Deposit of _____.
- Following the Performance, Buyer shall pay to PG the Balance of _____.
- Payment shall be in the form of _____ and be paid to _____.

13) Promotion. Buyer shall be responsible for promotion of the Performance. PG shall provide Buyer with a press kit and camera-ready copies of PG promotional materials. _____

14) Sound and Set-Up. At least _____ hours prior to the Time of Performance, the Buyer shall provide PG and their designated representatives sufficient access to the Place of Performance for set-up and sound check. PG shall designate an individual to oversee sound modifications before and during the Performance.

15) Security. Buyer shall take reasonable precautions for the safety of PG and PG’s equipment before, during, and after the performance.

16) Termination. Either Party may refuse or terminate the Performance due to violation of any law or regulation by the other Party, or any situation that the Party reasonably believes may be hazardous to any person or property.

17) 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.

18) 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 _____.

19) Cancellation. If Buyer provides written notice of cancellation of this Agreement to the PG Member Contact at the address listed above, by the following dates, the Parties shall promptly take the following actions:

Date Buyer provides written notice of cancellation. Action required

- At least ___ days before the Date of Performance. PG promptly returns the entirety of the Deposit to Buyer.
- Less than ___ days, but still before the Date of Performance PG retains the Deposit and is not further obligated to Buyer.

- The Date of Performance Buyer promptly pays PG full balance of Performance Fee.

The obligation of the Parties shall be excused by detention of key personnel by sickness, accident, riot, strike, epidemic, act of God, Force Majure or any other legitimate condition beyond the control of the obliged Party. If such circumstances arise in the case of PG, PG shall, at its discretion, obtain replacement personnel, or shall refund the Deposit to the Buyer. If such circumstances arise in the case of Buyer, Buyer shall, at its discretion, obtain a reasonably similar replacement venue available on the Date of Performance, or shall comply with the notice of cancellation provisions described herein. Neither Party shall be liable for indirect, special or consequential damages arising from any breach of this Agreement.

20) Merchandise. PG shall, at its option, sell albums and other promotional material on the premises during the Performance, retaining all proceeds associated therewith.

21) General. This Agreement will be governed by, and construed in accordance with the laws of the State of California, without giving effect to the principles of its conflict of law provisions. The Parties to this Agreement agree and consent to the jurisdiction of and venue in the state or federal courts in San Diego County, CA in all disputes arising out of or relating to this Agreement. In the event that any provision of this Agreement is declared invalid or void by statute or judicial decision, such action shall not invalidate the entire Agreement. It is the express intention of the Parties that all other provisions not declared invalid or void shall remain in full force and effect. The failure by either Party to act with respect to a breach by the other shall not constitute a waiver of the right to act with respect to subsequent or similar breaches. This Agreement constitutes the entire Agreement between the Parties.

22) Additional Provisions. The Parties agree to the following additional terms:

I have read and agree to all terms as written in this Agreement.

Buyer

By _____
Date _____ Print Name

Performance Group

By _____
Date _____ Print Name