**Performance Agreement Template**

 This contract for the personal services of musicians is made this \_\_th day of \_\_\_\_\_\_\_\_ 20\_\_, between the undersigned purchaser of music (PURCHASER) and the undersigned musician or musicians (ARTIST).

Name, address and telephone number of place of engagement:

1. Name of band or group:
2. Number of musicians/singers:
3. Date(s) of engagement:
4. Time of show: \_\_\_\_\_ PM Length of performance:
5. **THIS PERFORMANCE IS PART OF** \_\_\_\_\_\_\_\_
6. Compensation: ($000.00) flat.
7. Payment schedule & terms: $0,000.00 BY CHECK AFTER THE PERFORMANCE. PURCHASER to provide PA and Sound Engineer.
8. ARTIST will check in with \_\_\_\_ minutes before show begins. Failure to check in minutes before designated time of performance may result in cancellation and forfeiture of ARTIST’S' fees. No exceptions will be made**.**
9. The services to be performed under the Agreement will be undertaken solely at the risk of ARTIST. ARTIST shall indemnify PURCHASER from any claims, loss or damage incurred in connection with the acts or omissions of ARTIST, its agents, employees, servants, or guests.
10. The parties are not to be considered as joint venturers or partners for any reason. ARTIST shall not be considered an employee of PURCHASER for any reason. ARTIST will be responsible for all state, federal and local taxes to be paid in regards to ARTIST’S employment and employees.
11. All attachments to this contract shall be incorporated into the agreement and shall be considered a part of the contract. The attachments include: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
12. Artist agrees to allow media and purchaser to document the event with videos and photography for non-commercial documentary and promotional purposes.
13. This Agreement shall be terminated and shall be of no effect in the event the performance is prohibited by force majeure, bad or inclement weather, acts of God or conditions beyond the control of either ARTIST or PURCHASER.
14. This contract shall be governed under the laws of the State of Tennessee and all claims or cause of action arising out of this Agreement shall be decided in a state or federal court of competent jurisdiction in Shelby County, Tennessee.

 IN WITNESS WHEREOF, the parties hereto have set their names and seals on the day and year first above written.

Purchaser's Full & Correct Name Artist's Full & Correct Name

Corporate Name, if applicable

By: By:

 Signature of Artist

Address/City/State/Zip Address/City/State/Zip

Daytime Telephone # Daytime Telephone #

 Artists SSN or Fed Tax ID