

# PERFORMER AGREEMENT

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This Performer Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PERFORMER / ACT LEGAL NAME], an individual or [STATE] [ENTITY TYPE] with an address at [PERFORMER ADDRESS], performing as [STAGE NAME, if any] ("**Performer**"); and

[PURCHASER / VENUE LEGAL NAME], with an address at [PURCHASER ADDRESS] ("**Purchaser**").

Performer and Purchaser are each a "**Party**" and together the "**Parties**."

**Recitals.** Purchaser wishes to engage Performer to provide live entertainment at the event described below, and Performer is willing to perform on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Engagement and Performance

1.1 **The Engagement.** Purchaser engages Performer to perform at [EVENT NAME / TYPE] on [PERFORMANCE DATE] at [VENUE NAME AND ADDRESS] (the "**Engagement**").

1.2 **Performance details.** Performer will perform [NUMBER] set(s) totaling approximately [DURATION], beginning at [START TIME], with breaks as described in **Exhibit A**. The performance will be [GENRE / DESCRIPTION].

1.3 **Standard of performance.** Performer will perform in a professional manner, appropriately attired, and will use reasonable efforts to accommodate Purchaser's reasonable requests regarding content and song selection within the agreed scope.

1.4 **Personnel.** The act consists of [NUMBER] performer(s)/member(s). Performer may substitute a member of comparable skill if a scheduled member is unavailable, and will notify Purchaser of a material change.

## 2. Schedule, Load-In, and Sound Check

2.1 **Load-in and setup.** Performer will arrive for load-in and setup by [LOAD-IN TIME] and complete a sound check by [SOUND CHECK TIME].

2.2 **Breakdown.** Performer will break down and remove its equipment promptly after the performance, and in any event by [BREAKDOWN TIME].

2.3 **Schedule changes.** Material changes to the schedule require the agreement of both Parties. Performer is not obligated to perform materially beyond the scheduled time without additional compensation.

## 3. Compensation and Payment

3.1 **Fee.** Purchaser will pay Performer a total fee of [TOTAL FEE] for the Engagement, plus applicable taxes and any pre-approved expenses (for example, travel or lodging).

3.2 **Deposit.** A non-refundable deposit of [DEPOSIT AMOUNT OR %] is due on signing to reserve the date and is applied to the total fee.

3.3 **Balance.** The balance is due [ON THE PERFORMANCE DATE BEFORE THE FIRST SET / WITHIN NUMBER DAYS]. Performer is not obligated to begin the performance if the balance is unpaid when due.

3.4 **Overtime.** Performance beyond the scheduled time, if requested by Purchaser and agreed by Performer, is billed at [OVERTIME RATE] per [hour / half-hour], payable that day.

3.5 **Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law.

## 4. Technical Requirements and Venue Conditions

4.1 **Stage and power.** Purchaser will provide a suitable performance area, adequate electrical power, and safe working conditions as described in the technical rider in Exhibit B.

4.2 **Sound and lighting.** Unless Exhibit B states otherwise, [Performer / Purchaser] will provide the sound and lighting system appropriate to the Venue and the size of the audience.

4.3 **Hospitality.** Purchaser will provide the hospitality described in Exhibit B (for example, parking, dressing area, water, and meals where applicable).

4.4 **Safety.** Purchaser will provide adequate security and a safe environment. Performer may suspend or end the performance if conditions become unsafe, without forfeiting the fee.

## 5. Cancellation and Postponement

5.1 **Cancellation by Purchaser.** If Purchaser cancels, the deposit is non-refundable. If Purchaser cancels within [NUMBER] days of the Engagement, Purchaser will also pay [PERCENTAGE] of the balance.

5.2 **Cancellation by Performer.** If Performer cancels for reasons within Performer's control, Performer will refund all amounts paid and use reasonable efforts to recommend a comparable replacement act.

5.3 **Postponement.** The Parties may agree to reschedule subject to availability, in which case the deposit may be applied to the new date.

## 6. Recording, Broadcast, and Promotion

6.1 **Recording and broadcast.** Purchaser may not audio- or video-record, broadcast, or stream the performance for commercial use without Performer's prior written consent. Personal, non-commercial recordings by attendees are not restricted by this Agreement.

6.2 **Name and likeness.** Purchaser may use Performer's name, approved images, and likeness solely to promote the Engagement, and not to imply Performer's endorsement of any product without consent.

6.3 **Performer's own promotion.** Performer may reference the Engagement in Performer's own promotional materials.

## 7. Intellectual Property and Licensing

7.1 **Performance rights.** Performer represents that it is entitled to perform its material. [Performer / Purchaser] is responsible for any public-performance license or royalty payable to a performing-rights organization for music performed, as the Parties allocate in Exhibit A.

7.2 **Original material.** Performer retains all rights in its original material and arrangements.

8. Insurance, Liability, and Indemnity

8.1 **Insurance.** Each Party will maintain insurance appropriate to its role, including any insurance the Venue requires, and will provide a certificate on request.

8.2 **Indemnity.** Each Party will indemnify the other against third-party claims for bodily injury or property damage to the extent caused by the indemnifying Party's negligence or willful misconduct.

8.3 **Limitation of liability.** Except for bodily injury, gross negligence, or willful misconduct, neither Party is liable for indirect or consequential damages, and Performer's total liability will not exceed the fee paid.

9. Force Majeure

9.1 **Definition.** Neither Party is liable for failure or delay caused by events beyond its reasonable control, including severe weather, illness, government order, public-health emergency, or loss of the Venue.

9.2 **Effect.** If a force-majeure event prevents the performance, the Parties will work in good faith to reschedule. If rescheduling is not feasible, Performer will refund amounts paid for the unperformed Engagement, less non-recoverable costs.

10. General Provisions

10.1 **Independent contractor.** Performer is an independent contractor and not an employee, partner, or agent of Purchaser. Performer is responsible for its own taxes.

10.2 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, and the Parties submit to the courts located in [COUNTY, STATE].

10.3 **Notices.** Notices must be in writing and sent to the addresses above and are effective on receipt.

10.4 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent.

10.5 **Entire agreement; amendment.** This Agreement and its Exhibits are the entire agreement on their subject and may be amended only in a writing signed by both Parties.

10.6 **Severability; waiver.** If any provision is unenforceable, the rest remains in effect, and no failure to enforce is a waiver.

10.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

<b>PERFORMER</b>	<b>PURCHASER</b>
Signature: _____	Signature: _____

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Printed name: **[NAME]**

Printed name: **[NAME]**

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Title: **[TITLE / N/A]**

Title: **[TITLE]**

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Date: \_\_\_\_\_

Date: \_\_\_\_\_

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