

Bill Dilks

20 W Stephen Dr Newark DE 19713 302 252 5654

PERFORMANCE AGREEMENT TERMS AND CONDITIONS

Venue name:

Show ID:

Venue address:

Venue website:

Indoor or Outdoor event:

Venue contact name:

Venue phone#:

Purchaser name:

Purchaser phone#:

Purchaser address:

THIS AGREEMENT for the personal services of performing artists on the engagement described below between the undersigned _____ as purchaser of performance services ("Purchaser"), and **William W Dilks Sr** or its agent ("Artist"), is made this _____ day of _____, 20_____.

PAYMENT OF ARTISTIC FEES

- 1. Total compensation agreed upon.** \$ _____,
- 2. Deposit Amount (50% required).** \$ _____ **Date due.** ____/____/20_____.
- 3. Overtime rate / hr.** \$ _____ *(if offered and accepted on day of performance)*
- 4. Time of Payment.** All fees to be paid by Purchaser to Artist before the conclusion of the event.

5. PERFORMANCE DATES. From: _____ To: _____ Doors open time: _____

Date 1: _____ Set time 1: _____ Len: _____ Set time 2: _____ Len: _____

Date 2: _____ Set time 1: _____ Len: _____ Set time 2: _____ Len: _____

Date 3: _____ Set time 1: _____ Len: _____ Set time 2: _____ Len: _____

Date 4: _____ Set time 1: _____ Len: _____ Set time 2: _____ Len: _____

Date 5: _____ Set time 1: _____ Len: _____ Set time 2: _____ Len: _____

Date 6: _____ Set time 1: _____ Len: _____ Set time 2: _____ Len: _____

Date 7: _____ Set time 1: _____ Len: _____ Set time 2: _____ Len: _____

6. PAYMENT AND COMPENSATION. Purchaser will make all payments and deposits by cash or check to William W Dilks Sr. Final payments will be made prior to the completion of the performance(s), unless otherwise previously agreed in writing by Artist and Purchaser. Purchaser acknowledges that any deposit payments (if any) made to Artist are non-refundable.

7. ARTIST'S RIGHT TO TERMINATE. If Artist is entitled to deposit payment as provided above, and the deposit has not been paid within the time specified, Artist shall have the right to terminate this Agreement up to seven (7) days beyond deposit due date without further obligation.

8. CANCELLATION. Artist reserves the right to cancel this Agreement without obligation upon notice to Purchaser thirty (30) days in advance of the performance date. In the event of Artist's cancellation, the deposit payment (if any) shall be returned promptly. If Purchaser cancels the performance fourteen (14) days or less before the performance would begin, Purchaser will pay Artist 50% of the guaranteed performance fee. If Purchaser cancels the performance seven (7) days or less before the performance would begin, Purchaser will pay Artist 100% of the guaranteed performance fee. The parties agree that such payments are reasonable in light of likely harm caused by the cancellation and difficulties of proving the actual damages to the Artist.

9. FORCE MAJEURE. Neither Artist nor Purchaser shall be liable for failure to appear or perform its obligations under this Agreement in the event that such failure is caused by or due to the acts or regulations of public authorities, labor difficulties, civil tumult, inclement weather, strike, epidemic, pandemic, interruption or delay of transportation service, acts of God, or any other legitimate cause beyond the control of Artist and Purchaser.

10. SICKNESS AND ACCIDENTS. Artist's agreement to perform is subject to proven detention by sickness or accident. In the event of such non-performance, all payments (if any) advanced to the Artist shall be returned promptly.

11. PROMOTION AND PRODUCTION. Purchaser shall be responsible for all matters pertaining to the promotion and production of the scheduled engagement, including but not limited to venue rentals, security, and advertising.

12. FOOD AND BEVERAGE ALLOWANCE. Each performer each performance for artist and band members will be provided a BAR drink credit of \$_____ and a food credit of \$_____.

13. SECURITY. Purchaser shall provide adequate security so as to guarantee the safety of the audience and the Artist. Purchaser will ensure that no unauthorized persons will have access to the stage or backstage area, and the band will provide names of persons or guests authorized to be backstage. Purchaser shall be responsible for any theft or damage to the equipment of Artist that may occur during the time that the equipment is located on Purchaser's premise.

14. INDEPENDENT CONTRACTORS. Artist acknowledges that it is an independent contractor and not an employee of the Purchaser and shall be responsible for all taxes. Purchaser shall control the times and division of the performance and Artist shall control the manner, means, and details of such performance.

15. INSURANCE. Purchaser shall obtain and maintain, at its own expense, adequate personal injury and property damage liability insurance coverage and such coverage shall extend to all activities related to Artist's engagement and performance, including time of set up and take down. Except for claims arising from Artist's willful or intentional acts, Purchaser shall indemnify Artist for any third-party claims.

16. REPRESENTATIVE'S AUTHORITY TO CONTRACT. By signing this document, the representative and/or agent of the Artist hereby represent that such person is duly authorized and that the Artist agrees to be bound by the provisions of this Agreement. It is expressly understood and agreed that in acting hereunder solely in the capacity of representative or agent of Artist, said person is not a party to this contract and shall not be liable or responsible in any way for the omissions of Artist, nor for any failure by Artist to adequately perform or comply with any term or condition hereof.

17. NO PERSONAL LIABILITY OF PURCHASER'S REPRESENTATIVES OR AGENTS. Any representative of Purchaser executing this contract as Purchaser or an agent thereof shall not be held personally liable for payment of any costs or fees related to this contract.

18. MUSICIAN SUBSTITUTIONS. Artist reserves the right to substitute musicians as needed to accommodate the performance schedule. Substitute musicians will be of equal or better talent and will not alter the overall quality of the performance.

19. EQUIPMENT. All equipment provided by venue must be clean and in good working order.

20. ASSIGNMENT, ENTIRETY OF AGREEMENT, GOVERNING, AND JURISDICTION. This Agreement cannot be assigned or transferred without the written consent of Artist. This Agreement constitutes the entire agreement between the parties. No modification shall be enforceable except in writing and signed by the parties hereto. This Agreement shall be governed by the laws of the state of Delaware. In the event any dispute arising under this Agreement results in litigation, arbitration, or mediation, such action or proceeding shall be brought within the state or federal courts of the State of Delaware.

21. SEVERABILITY. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are declared to be severable.

22. PROTECTION FROM THE ELEMENTS. If performance is to be at an outdoor location, Purchaser guarantees the Artist and musician equipment will be protected from the elements, and to compensate Artist for such damage as caused by the elements. Artist further reserves the right to take personal action during performances to ensure the protection of artist/musician equipment and to take any and all precautions as deemed necessary by the Artist due to inclement weather. Purchaser guarantees full and entire payment to Artist should the outside performance be cancelled due to inclement weather, including any and all Artist actions taken to ensure the protection of artist/musician equipment. Artist has no obligation or responsibility to protect equipment supplied by Purchaser or contracted by Purchaser, and shall not be held liable for any such damages.

IN WITNESS WHEREOF, the parties here agree to the terms set forth above:

Purchaser's Full Name _____.

Signature of Purchaser _____.

Artist/Artist Representative _____.

Signature _____.

Street Address _____ City/State/Zip _____.