

MUSIC PERFORMANCE CONTRACT

This Music Performance Contract (the "**Contract**") is entered into on _____ (the "**Effective Date**") by and between:

MUSICIAN:

CLIENT:

(the "**Musician**"),

(the "**Client**"),

Name: _____

Name: _____

Address: _____

Address: _____

Representative: _____

Representative: _____

Email/Phone number: _____

Email/Phone number: _____

SUBJECT OF THE CONTRACT AND DESCRIPTION OF THE SERVICES. The Musician agrees to provide music performance services (the "**Services**") for the Client.

The Musician shall: (*choose one*)

- engage a crew of _____ persons (the "**Crew**") for the provision of the above mentioned Services.
- provide the above mentioned services personally without the assistance of a crew.

The Client hereby engages the Musician for: (*choose one*)

- One Event.
- Two Events.
- Three Events.
- Four Events.
- Five Events.

The First Event is described as follows: _____.

The Performance for the First Event shall last _____ (the "**Performance Time**"), shall take place on the date of _____ (the "**Event Date**"), and is described as follows:

The Performance for the First Event shall include _____ sets.

The Second Event is described as follows: _____.

The Performance for the Second Event shall last _____ (the "**Performance Time**"), shall take place on the date of _____ (the "**Event Date**"), and is described as follows:

The Performance for the Second Event shall include _____ sets.

The Third Event is described as follows: _____.
The Performance for the Third Event shall last _____
(the "**Performance Time**"), shall take place on the date of _____
_____ (the "**Event Date**"), and is described as follows:

The Performance for the Third Event shall include _____ sets.

The Fifth Event is described as follows: _____.
The Performance for the Fifth Event shall last _____
(the "**Performance Time**"), shall take place on the date of _____
_____ (the "**Event Date**"), and is described as follows:

The Performance for the Fifth Event shall include _____ sets.

The Fourth Event is described as follows: _____.
The Performance for the Fourth Event shall last _____
(the "**Performance Time**"), shall take place on the date of _____
_____ (the "**Event Date**"), and is described as follows:

The Performance for the Fourth Event shall include _____ sets.

Quality of the sound equipment: The Musician Client shall provide all the needed sound equipment, including microphones, speakers, amplifiers, and _____, to ensure quality sound. The sound equipment must be appropriate for the size, conditions, and anticipated number of guests at the Performance location.

RIDER. The Client acknowledges receiving and reviewing the attached Musician's rider, which outlines additional terms, conditions, and requirements specific to the Musician's needs and preferences. The Client also agrees to fully comply with and fulfill the provisions set forth in the rider. The following additional requirements are necessary for the Performance: *(choose all that apply)*

Lighting: The Client agrees to provide the necessary lighting equipment, including _____

Stage size and layout: The Client shall provide a stage size of _____ with a backstage area for the Musician and the Crew to prepare and store equipment.

Backline equipment: The Client agrees to provide the following backline equipment: _____

Electrical outlets and power supply: The Client shall provide an adequate power supply and access to electrical outlets, including any necessary extension cords or power strips.

Food and drink: The Client agrees to provide catering for the Musician and the Crew, including _____

Accommodations: The Client agrees to provide _____ for the Musician, including a minimum of _____ rooms for _____ nights with each room containing _____.

Dressing room: The Client agrees to provide a private and secure dressing room for the Musician, including _____

Other requests: The Client agrees to provide the Musician with the _____

Both Parties acknowledge that any changes or modifications to the above requirements must be made in writing and approved by both Parties.

PAYMENT TERMS. For the provision of the above mentioned Services the Client agrees to pay the Musician: (*choose one*)

a fixed amount of \$ _____ (the "**Compensation**").
The Compensation shall be paid in two parts according to the following conditions:

Prepayment: The Client agrees to compensate the Musician \$ _____ as a prepayment (the "**Prepayment**") within _____ days upon signing this Contract, which shall be credited as part of the Compensation.

Postpayment: The Client shall make full payment of the remaining Compensation to the Musician, excluding the Prepayment, no later than _____ days after completion of the Services (the "**Due Date**").

Full amount: The Compensation covers all expenses related to the music Services provided by the Musician. The Compensation shall not be subject to any deductions or offsets, except as specified in this Contract.

an hourly fee at the rate of \$ _____ per hour (the "**Hourly Rate**") starting from the first day of Services provision, including setup, sound check, and other necessary preparations. The total Compensation shall be calculated based on the number of hours the Musician spends performing the Services. The total Compensation shall be calculated based on the number of hours of the Services provision. (the "**Compensation**").

Final payment: The Musician shall receive the full payment no later than _____ days after completion of the Services (the "**Due Date**").

All payments shall be made on or before the Due Date by _____
(Cash/Check/ACH/PayPal/etc.)

Taxes: The Musician is responsible for covering all taxes and additional fees imposed by federal, state, and local governments on the Compensation paid to the Musician under this Contract.

Overtime: If, at the Client's request and with the Musician's approval, the Performance lasts longer than the Performance Time, the Client agrees to compensate the Musician with an overtime rate of \$_____ for each hour or partial hour of overtime rendered. The payment for overtime shall be added to the Compensation and paid on the Due Date.

Other payment terms: _____
_____.

TERM AND TERMINATION. This Contract shall commence on the Effective Date and shall continue until completion of the Services unless terminated earlier under the terms of this Contract.

Either Party may terminate this Contract without cause upon providing _____-day prior written notice.

In addition, either Party may terminate this Contract immediately upon written notice to the other Party if the other Party becomes insolvent or files for bankruptcy.

Upon termination of this Contract, the Client shall pay the Musician for all Services satisfactorily completed by the Musician through the date of termination.

CANCELLATION POLICY. In the event of cancellation, the following policies shall apply:

- **Cancellation by the Musician:** If the Musician cancels the Services, they shall return all amounts prepaid by the Client for Services not yet provided in full, except when the cancellation is due to a breach of this Contract by the Client.
- **Cancellation by the Client:**
 - If the Client cancels the Services earlier than _____ days before the Event Date, all amounts paid by the Client for Services not yet provided shall be returned in full to the Client.
 - If the Client cancels the Services less than _____ days before the Event Date, the Musician shall not refund any payments to the Client.

In any event of cancellation, either Party shall promptly inform the other Party in writing and provide a valid reason for the cancellation.

RELATIONSHIP OF THE PARTIES. The Musician acts as an independent contractor while providing the Services and does not have any authority to bind or oblige the Client. This Contract does not create an employment, agency, partnership, or joint venture relationship between the Parties.

INTELLECTUAL PROPERTY. The Parties have agreed to regulate intellectual property rights used during the performance of the Services according to the following rules:

- **Ownership:** The Musician retains all ownership rights to the Musician's original compositions, lyrics, and recordings. The Client acknowledges and agrees that the music created by the Musician is protected by copyright law and that the Musician retains all rights to such intellectual property.

- Covers:** For the purpose of performing covers, the Musician must obtain licenses and permissions from the copyright owners or their authorized representatives. The Musician shall guarantee that such performance does not infringe on the intellectual property rights of third parties. The Musician shall be solely responsible for paying royalties or other fees to the copyright owners or their authorized representatives for performing and recording any cover versions.
- Advertising and promotional materials:** The Musician grants the Client a non-exclusive, limited license to use the Musician's name, image, and likeness in promotional materials related to the Performance. Before using this name, image, or likeness in any context, the Client agrees to obtain the Musician's written consent.
- Recordings:** The Client agrees that any recording, online transmission, or broadcast of the Performance shall only be conducted with the Musician's prior written consent. Any recording, transmission, or translation shall require separate written consent from both Parties.

INDEMNIFICATION. The Musician agrees to indemnify and hold harmless the Client against any claims, demands, suits, actions, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, resulting from or related to the Musician's performance under this Contract. However, if it is found that both the Musician and the Client share fault or negligence in causing the claim, the Musician's indemnification obligation shall be reduced based on the percentage of fault attributed to the Client.

NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered personally or sent by registered mail, return receipt requested to the address or emails set forth in the opening paragraph or to such other address as one Party may have furnished to the other in writing.

Either Party may change its registered mail or email address for receipt of notices by giving written notice to the other Party. Notices shall be deemed received on the day of delivery if sent by hand or courier service or on the _____ business day from the date of posting if sent by registered mail or email.

FORCE MAJEURE. Neither Party shall be liable for any failure to perform or delay in performing the obligations under this Contract if such failure or delay is caused by events of force majeure, including but not limited to acts of God, war, terrorism, strikes, lockouts, labor disputes, pandemics, epidemics, governmental regulations, or any other similar causes beyond the reasonable control of the affected Party.

In the case of force majeure, the affected Party shall immediately notify the other Party in writing and provide reasonable proof of the cause of the delay or inability to perform the obligations. The Party affected by force majeure shall endeavor to mitigate the consequences of such circumstances and resume the performance of obligations as soon as possible after the circumstances cease to exist.

If the force majeure circumstances last more than _____ days, either Party may terminate this Contract by giving written notice to the other Party. In this case, neither Party shall be liable to the other Party for any damages arising from the termination of this Contract.

GOVERNING LAW AND DISPUTE RESOLUTION. This Contract shall be governed by and interpreted under the laws of the State of _____, and any disputes resulting from

or related to this Contract shall be exclusively resolved by the courts of the State of _____.

CONFIDENTIALITY. The Parties agree to keep all information disclosed during this Contract confidential and not to share such information with any third party unless required by law. The Parties agree not to use the confidential information for any purpose other than what is necessary to fulfill their obligations under this Contract. This confidentiality clause shall remain in effect after the termination or expiration of this Contract.

SEVERABILITY. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

ENTIRE AGREEMENT. This Contract represents the entire agreement between the Parties and supersedes any prior oral or written agreements.

WAIVER. The failure of any Party to enforce a particular provision of this Contract shall not constitute a waiver of their right to enforce that provision in the future.

AMENDMENTS. This Contract may be amended or modified only by a written agreement signed by both Parties and certified, if necessary, according to the federal, state, and local law requirements.

BINDING EFFECT. This Contract shall be binding upon the Parties and their respective successors and assignors according to the federal, state, and local law requirements. Neither Party may assign this Contract or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

ADDITIONAL TERMS: _____

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

Musician's Name and Signature: _____

Client's Name and Signature: _____