

PERFORMANCE AGREEMENT

THIS agreement made the _____ day of _____, 20_____, by and between The PIPE KINGS (hereinafter “Musician”) and _____
_____ (hereinafter “Venue”).

NOW, in consideration of the following covenants, conditions, and promises, the Venue agrees to hire the Musician to perform an engagement and the Musician agrees to provide such performance services, under the following terms and conditions:

1. Place of Engagement: _____
2. Dates of Engagement: _____
3. Time of Engagement: _____
4. Duration/Hours/Sets of Engagement: _____

5. Type of Function: _____
6. Venue Contact: _____

The consideration paid by the Venue to the Musician for the above mentioned Engagement is as follows:

FEE: _____
Deposit: _____
FINAL PAYMENT: _____

Additional Terms and Conditions:

Sound Check - The set up and sound check time with full access to stage and P.A. equipment on the date of performance shall be at: _____ (AM / PM).

Security - Venue will provide sufficient security so that no unauthorized persons will have access to the stage area or backstage area. The Musician will provide names of persons or

guests authorized to be backstage. If security backstage passes and/or laminates are to be used, a representative of the Musician will supply to the Venue a photocopy of the pass system to be used for the performances per the terms and conditions of this agreement. Venue shall be responsible for any theft or damage to the equipment of Musician that may occur during the time the equipment is located on Venue's premises.

Transcription — No performance shall be recorded, video taped, reproduced, transmitted or disseminated in or from the place of engagement in any manner or by any means whatsoever by the Venue or any other party without the written authority to do so by the Musician.

Promotion and Production - Venue 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. Venue agrees to promote the scheduled performance(s) and will use its best efforts to do so prior to the date of the engagement.

Merchandising — Musician shall have the option to sell albums, books, and/or merchandising material at the performance and shall retain the proceeds of such sales.

Free Tickets — The Musician will be provided by the Venue _____ free tickets for the Musician's sole use and discretion.

Insurance — Venue agrees to retain any and all necessary personal injury or property damage liability insurance with respect to the activities of Musician on the premises of Venue or at such other location where Venue directs Musician to perform. Venue agrees to indemnify and hold Musician harmless from any and all claims, liabilities, damages, and expenses arising from any action or activity of Venue or Musician while Musician is rendering the contracted services except for claims arising from Musician's willful misconduct or negligence.

Cancellation — In the event that Venue cancels any performance less than five (5) weeks

before the date of such performance, Venue will pay Musician, as liquidated damages, one—half of the guaranteed fee. In the event that Venue cancels any performance less than two (2) weeks before the date of such performance, Venue will pay Musician, as liquidated damages, the full guaranteed fee agreed to be paid for such performance. The agreement that Musician performs is subject to termination due to sickness, accident, riot, strikes, epidemic, acts of God or other legitimate conditions beyond their control.

Disputes — In the event any dispute arises under this Agreement that results in litigation or arbitration, the prevailing party shall be paid its reasonable attorney’s fees and costs by the losing party.

Other--- _____

This contract and any attachments or riders incorporated herein, shall be governed by the laws of the State of New York and may be modified only in writing signed by the parties. This Agreement is binding and valid only when fully signed by the parties below.

The Pipe Kings
BY:

Venue
BY: