

Doc West Performance Agreement:

THIS PERFORMANCE AGREEMENT is made and entered into as of _____, 20____,
by and between _____, whose business address is
_____ ("Purchaser") and the musical group or performer
_____ ("Musician"), whose business address is
_____.

In consideration of the mutual covenants herein contained and, intending to be legally bound hereby, the Purchaser and Musician agree as follows:

1) Engagement. The Purchaser hereby engages Musician to render a musical performance (the "Performance"), and Musician hereby agrees to render such Performance under the terms and conditions specified herein.

2) Individuals Comprising Musician. Musician consists of the following individuals:

Musician's obligation to perform hereunder is subject to the unavailability of Musician as a result of sickness, accidents, acts of God, and other reasons beyond Musician's control.

3) Location of Performance. The Performance will take place at the following location:

Name: _____

Street Address: _____

City/State/Zip: _____

4) Date and Time of Performance. The date of the Performance is _____, 20____. The venue will be available for set-up on (date) _____ at (time) _____. The Musician will play ____ sets as follows:

Set	Start Time	Ending Time
1		
2		
3		

5) Payment. In full consideration for all services rendered by Musician at the Performance, Purchaser agrees to make the following payment in U.S. funds to Musician (select one):

___ *Set Fee.* A set fee of _____ Dollars (\$_____).

___ *Percentage of Ticket Sales.* An amount equal to ___ percent (___ %) of the (select one) ___ gross ___ net ticket sales.

___ *Percentage of Ticket Sales With Guarantee.* The greater of (a) _____ Dollars (\$_____), or (b) an amount equal to ___ percent (___%) of the (select one) ___ gross ___ net ticket sales.

___ *Set Fee plus Percentage of Ticket Sales.* A fee of _____ Dollars (\$_____), plus an amount equal to ___ percent (___ %) of the (select one) ___ gross ___ net ticket sales.

___ *Other.* (specify) _____.

a) *Deposit.* Purchaser will pay _____ Dollars (\$ _____) of the payment to Musician as a deposit by _____, 20____. If Purchaser does not pay Musician the deposit, Musician will have the option of canceling this Performance Agreement with no further liability hereunder to Purchaser.

b) *Payment of Balance.* After the last set on the date of the Performance, Purchaser will pay Musician the remaining balance of the payment in cash or by money order or certified check made payable _____.

c) *Definitions.* For the purposes of this Performance Agreement, the following definitions apply: Gross ticket sales means the sum of any and all monies paid for admission to the Performance. Net ticket sales means gross ticket sales minus the actual cost to Purchaser of the following expenses: _____.

6) Merchandise. At Musician's option, Musician may offer CDs, tapes and other items for sale at the Performance. Musician will retain all proceeds from such sales. To facilitate Musician's merchandising, Purchaser will provide a table and chairs set up in an easily accessible and visible area of the venue.

7) Cancellation. In the event Purchaser cancels the Performance less than _____ weeks prior to the scheduled date, Purchaser will pay Musician a sum equal to (select one) ___ _____ Dollars (\$ _____) ___ ___ percent of the set fee specified in paragraph 5. Upon payment of the cancellation fee, Purchaser will have no further liability to Musician hereunder.

8) No Taping of Performance. Purchaser will not, nor will Purchaser allow others to tape, record, reproduce, or transmit in or from the premises in any manner or by any means, the Performance without the written approval of Musician.

9) Miscellaneous. This Performance Agreement and the attached rider(s), if any, set forth the entire agreement between the parties, and may not be amended except in a writing signed by both parties. This Performance Agreement will be governed by and construed in accordance with the laws of the State of _____, without regard to the principles of conflicts of law. In any action or proceeding involving a dispute between the Purchaser and the Musician arising out of this Performance Agreement, the prevailing party will be entitled to receive from the losing party reasonable attorney's fees.

Musician and Purchaser have each caused this Performance Agreement to be signed by its duly authorized representative.

PURCHASER

MUSICIAN

(Name of Purchaser)

(Name of Musician)

(Signature of Authorized Representative)

(Signature of Authorized Representative)

(Printed Name and Title)

(Printed Name and Title)