

Performance Artist's Agreement

The agreement made on the _____
Date

between _____
(hereinafter called the **Client**) of the one part

and _____ (hereinafter called the **Artist**) of the other part witness that the Client hereby engages the Artist and the Artist accepts an engagement to present the following at the venue, and for the dates and at the fees stated in the schedule hereto;

1. The Artist, as an independent contractor, agrees to perform on:

Date(s) _____

Time(s) _____

Location (s) _____

It is mutually agreed that the performance(s) will start promptly at the time(s) indicated.

2. The Client agrees to pay as full compensation for the performance(s) a total of \$ _____ U.S. Dollars payable by check or direct deposit to:

Artist Name _____

Address _____

SS# _____

Name of Bank _____

Account # _____

Half of total amount is due to Artist to secure and hold the date. The remainder is to be paid either by cash or check at the end of the event. Payments may also be made by direct deposit.

3. Any travel expenses or materials required are to be arranged and paid for by the Artist, and will be invoiced to the Client within 10 days after the event, above the fee stated above, unless other arrangements have been made with the client:

Transportation: _____

Housing: _____

Per Diem Expenses: _____

Materials/Supplies: _____

4. The terms and conditions set forth in this Agreement shall have precedence over any attachment incorporated herein in the event of any conflict.

5. In the event that either the Client or the Artist is unable to fulfill its obligation due to damage or destruction of the venue by fire, verified disability of the Artist, acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, weather or any unforeseen occurrence rendering the performance(s) impossible; neither the Artist nor the Client shall be held legally responsible for any damages arising from the cancellation of the performance(s) listed herein. Cancellations or changes of date for reasons other than those listed above shall render the Client liable for any expenses, documented in writing, incurred by the Artist in connection with this event.

Cancellation of this Contract shall be as follows;

If the Client has to cancel:

- a) More than 30 days before the performance date, no fee payable.
- b) Between 15-30 days before the performance date; 25% of the full fee.
- d) Between 8-14 days before the performance date; 50% of the full fee.
- e) Between 1-7 days before the performance date; the full fee will be payable.

If the artist cancels for any reason no fee will be payable.

6. The Artist may hire an assistant for the event. The Client acknowledges that the Artist and any employees are covered under the general insurance carried by the event.

7. This agreement, including any addenda thereto and any compensation payable under the terms hereof, cannot be assigned or transferred without the mutual written consent of both the Artist and the Client and contains the complete understanding of the parties respecting the subject matter hereof. It is expressly understood and agreed that the Client makes no representations or agreements, oral or otherwise, outside the terms of this Agreement which add to, broader, vary, or conflict with the provisions hereof. Any purported outside representations or agreements have no force or effect upon the rights or duties of the Client hereunder. No term, provision, or condition of this agreement may be altered, amended, or added except upon the execution of a written agreement by the parties hereto. Any notices provided for herein shall be in writing and shall be personally served or mailed to the Artist at the addresses provided.

8. The Artist agrees to not accept any other engagement for a performance during the same time frame agreed upon.

Marketing

9. The Artist agrees to furnish at his/her own expense (shipping included) the following amounts of advertising and promotional material to the extent that he/she has such material available for distribution. At the time of contracting, the Artist will send to the Client, electronically or on disk, an Artist Biography and two color pictures in pdf, jpg or doc format.

10. The Artist agrees to submit final promotional materials for the Client's program at least 3 weeks prior to the date of the performance. It is understood that the Client retains the right to solely determine the copy and content of its program.

11. The Artist agrees to submit artwork for prior approval to the Client at least 2 weeks before the event. The Client agrees to written approval of the artwork a minimum of 10 days prior to the dates of the event.

12. The Client agrees to have the area ready for setup at least 1 hour before the event begins.

13. The area is defined as the agreed area for the execution of the art plus four feet in each dimension (2 feet per side buffer zone). The surface of the area is to be asphalt or concrete, unless otherwise agreed to in writing as a rider to this agreement. The area shall be void of excessive staining, oil, grease, discoloration, cracking, spalling, pocking or other voids as determined by the artist, solely, which will prohibit the execution of the artwork in a professional manner.

14. The Artist agrees to bring materials to cover and secure the area in case of rain, within reasonable limits. The Artist will do everything within her power to salvage the artwork in case of rain during the event. If rain washes out the event within the last 4 hours of the event, the work will be left to the elements. The Artist guarantees to only use water soluble materials, and to leave the area clean of debris (tape, signage, chalk, etc.). The Client is responsible for any cleaning of the asphalt/concrete after the event, if necessary.

Photos and Video Recordings

15. All photos and/or video taken by the Artist or under the Artist's direction, during the event of the artwork, belong to the artist for future marketing purposes. Photos and/or video taken by others, as directed by the Event Presenter/Client, can be used for promotion of the event, both for the present event or for future events and copies will be made available to the Artist.

16. The contract may include rider(s). The contract is not binding until all riders (if any) have been initialed by the Client and Artist.

In witness whereof, the parties hereto have caused this agreement to be executed by its appropriate officer, the day and year first above written.

Artist Signature

Date

Client Signature

Date

Please sign and return one copy of this contract within seven days