

Information & Instructions: Entertainment performance agreement

PREVIEW

1. The Entertainment Performance Agreement in the form that follows may be used by a party to hire performers to perform pursuant to its terms and conditions.
2. The Agreement assumes that the contractor or the hiring party is a nonprofit corporation and that performances will be held inside and outside the United States of America.

Form: Entertainment performance agreement

ENTERTAINMENT PERFORMANCE AGREEMENT

State of Texas
County of _____

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This Agreement is made on _____, by and between [name], a Texas non-profit corporation ("Contractor"), and [name], ("Performer").

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

1. DEFINITIONS

- 1.1 Contractor is identified as [name], its agents, assigns and employees.
- 1.2 Performer is identified as [name].
- 1.3 International Performance is defined as any performance outside of the United States of America.
- 1.4 Domestic Performance is defined as any performance held in the United States of America.
- 1.5 Cultural Performance is defined as any performance, show or activity sponsored by Contractor in which Performer is requested to participate.

2. SCOPE OF AGREEMENT AND LIMITATIONS OF AUTHORITY

2.1 Purpose: The purpose of this Agreement is to enlist the services of Performer to perform at Contractor's cultural performances, shows and activities. The Performer is entitled to compensation as provided for hereunder in this Agreement.

1. Performer, as an Independent Contractor, is hereby appointed to perform the following role or play the following musical instrument: [describe role or other function].

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2. Performer is authorized to make representations only as set forth in Contractor's company regulations manual or as Performer is directed by written or oral communications from the designated representative of Contractor.

2.2 Performer has no authority to act for or on behalf of Contractor except as provided for in this Agreement; no other authority, power or use is granted or implied.

2.3 Performer may not make, revise, alter, or otherwise diverge from the terms, conditions or policies which are furnished to Performer by Contractor.

2.4 Performer may not incur any debt, obligation, expense, or liability of any kind against Contractor without Contractor's express written permission.

2.5 Performer may not receive any money owed to Contractor, without Contractor's express written permission.

2.6 Performer agrees to indemnify and hold Contractor harmless for any losses of money which Performer receives and Contractor shall not be responsible for any loss, shortage or destruction of the money.

2.7 Performer agrees to comply with all local, state, Federal and Foreign laws and regulations applicable to the transactions between Contractor and Performer or third parties involved in this Agreement.

1. Performer represents that Performer is licensed by the proper agency in Performer's country to perform the duties provided in this Agreement. Performer agrees to maintain the license during the term of this Agreement and agrees to notify Contractor if Performer's license is revoked or suspended during the term of this Agreement.

2. Performer agrees to notify the Contractor of any complaints or suits filed against Performer.

2.8 Contractor is not responsible or liable for any injuries, accidents, misrepresentations, errors, omissions of any kind, negligence, carelessness, or other problems or disputes which Performer may cause or be involved in or that may otherwise arise during the term of this Agreement.

2.9 Performer agrees to hold harmless, indemnify and protect Contractor for any injuries, accidents, problems, disputes or other contingencies that arise as a result of the Performer's performance of this Agreement. Performer agrees to pay for the costs of defending any actions, claims, trials, or other legal proceedings that may arise as a result of this Agreement, the indemnification includes the costs of Contractor's attorney's fee.

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3. DUTIES OF PERFORMER AND TERM OF AGREEMENT

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3.1 Term: The term of this Agreement shall be [_____] years from the date the instrument is signed by all of the parties.

3.2 If, after the term of the Agreement has expired, the parties continue to do business together as if this Agreement were still in effect, the practices constitute a renewal of the Agreement until one of the parties notifies the other in writing of the termination. The letter of termination must give thirty (30) days notice to the other party.

3.3 Termination is by agreement, on thirty (30) days written notice, pursuant to provision 3.1 above, or immediately upon the breach of this Agreement by Performer. A breach of this Agreement includes but is not limited to violation of the policies and rules of the Contractor, breach of the non-competition clause of this Agreement, the making of a misrepresentation or false statement by Performer, nonperformance of Performer's duties, the death of Performer, or the occurrence of a conflict of interest between Performer and Contractor.

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3.4 Duties. Contractor hereby agrees to engage Performer to perform [describe particular role or function] in the United States for [describe show] being promoted and conducted by Contractors.

1. Performer agrees to devote Performer's full time, energy and attention to the duties specified in this Agreement.

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2. Performer shall report to Contractor's managing team in [state location] for all necessary rehearsals, training and orientations immediately after signing of this Contract.

3. Performer shall perform at least _____ shows of [describe performance] in the United States during a period of _____ days. This period is adjustable in accordance with Contractor's final schedule.

4. Performer shall not undertake a Performance Contract of this nature in the United States with any other person or entity until the successful completion of this Contract.

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5. Performer undertakes to abide by all rules and regulations enforced by the Government of the United States for performance of [describe type of performance] by foreign artists in this country. Any default by Performer and/or negligence in observance of the duties hereunder will result in termination of this Agreement and Performer's immediate repatriation to [Performer's country of origin]. If this Agreement is terminated due to Performer's default, Contractor shall have the sole right to deduct all payments from Performer's advance payment incurred on expatriation and repatriation of Performer.

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6. Performer shall have an option to renew or decline another contract upon successful completion of this contract.

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4. COMPENSATION

4.1 Contractor agrees to pay Performer immediately after Performer's performance a sum of _____ Dollars (\$[Amount]), which is _____ Percent (___%) of the total remuneration under this Agreement.

4.2 Contractor agrees to make an advance of _____ percent (____%) of the total remuneration to Performer in [location] at the time of signing the agreement. Payment shall be made in [location] by Contractor's authorized attorney in [location].

4.3 Contractor agrees to provide or pay a per diem rate for board and lodging, whichever is convenient to Performer during the time of performance in the United States.

4.4 Contractor agrees to pay a round trip air passage fare for Performer from the point of origin to [city], Texas and back to the point of origin. The class of passage shall be economy on an international airline.

4.5 Contractor shall assume responsibility for air shipment of all musical instruments for Performer to and from the point of origin for this program.

4.6 The funds received by Contractor and distributed to Performer are not to be considered income to Contractor for income tax or other purposes. Distributions to Performer are to be considered as income to Performer rather than income to Contractor.

4.7 Performer is responsible for payment of all State, Federal, Foreign, or local taxes, including income tax, withholding tax, social security tax or pension contributions, on the funds distributed to Performer by Contractor. Contractor is not responsible for payment of taxes or penalties applicable to nonpayment or underpayment of the taxes.

4.8 Performer is responsible for payment of any and all insurance premiums that Performer may acquire including error and omissions policies, medical insurance policies, or life insurance policies.

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5. NON-COMPETITION PROVISIONS

5.1 The parties hereto agree that the covenants, agreements and restrictions (hereinafter "this covenant") contained herein are necessary to protect the business goodwill, business interests and proprietary rights of _____ and that the parties hereto have independently discussed, reviewed and had the opportunity of legal counsel to consider this agreement and hereby agree and stipulate to the following

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1. This covenant is an integral part of an enforceable agreement [an employment agreement] and the covenants contained herein were made at the time this agreement was consummated by the parties hereto.

2. This covenant is fair and reasonable in its:

1. geographical area;
2. length of time; and
3. scope of activity being restrained.

5.2 Restrictive Covenants. Performer expressly agrees that while this Agreement is in effect, and for a period of two (2) years following termination of this Agreement, Performer will not directly or indirectly as an employee, Performer, proprietor, partner, broker, stockbroker, stockholder, officer, director, or otherwise use special knowledge or training or divulge trade secrets to any person or to any competitive business that would compete directly or indirectly with Contractor's business without prior consent of Contractor.

5.3 Property Rights of Contractor: All customer lists, all records of the accounts of customers, and any other records and books relating in any manner whatsoever to the customers and prospective customers of Contractor shall be the exclusive property of Contractor. All such books, records, and catalogs shall be immediately returned by Performer to Contractor upon the termination of this Agreement. Performer shall also return to Contractor any and all identification cards, credit cards, business documents or other documents, if any, on the termination of this Agreement.

6. GENERAL AND ADMINISTRATIVE PROVISIONS

6.1 Parties Bound. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.2 Assignment. Performer shall have no right to transfer or assign Performer's interest in this Agreement without the prior written consent of Contractor.

6.3 Corporate Authority. If any party is a legal entity (partnership, corporation and/or trust), that party represents to the other that this Agreement, the transaction contemplated in this Agreement, and the execution and delivery hereof, have been duly authorized by all necessary partnership, corporate or trust proceedings and actions, including without limitation, action on the part of the directors, if the party is a corporation. Certified copies of any such corporate or other resolutions authorizing this transaction shall be delivered at Execution.

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6.4 Time Limits. Time is of the essence in this Agreement and all time limits shall be strictly construed and rigidly enforced.

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6.5 No Waiver. The failure or delay in the enforcement of the rights detailed in this Agreement by Contractor shall not constitute a waiver of those rights or be considered a basis for estoppel. Contractor may exercise its rights under this Agreement despite the delay or failure to enforce those rights.

6.6 Dispute or Contest. In the unlikely event that a dispute occurs or an action in law or equity law arises out of the operation, construction, or interpretation of this Agreement, Performer shall bear the expense of the attorney's fees and costs incurred by Contractor in the action.

6.7 Paragraph Headings. The paragraph headings used in this Agreement are descriptive only and shall have no legal force or effect whatever.

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6.8 Use of Pronouns. The use of the neuter singular pronoun to refer to any Party described in this Agreement shall be deemed a proper reference whether the Party is an individual, a partnership, a corporation, or group of two or more individuals, partnerships or corporations. The grammatical changes required to make the provisions of this Agreement applicable to corporations, partnerships, individuals, or groups of individuals, or to females as well as males shall, in all instances, be assumed as though in each case fully expressed.

6.9 Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. All obligations and payments are due and payable in, [Name of County] County, Texas.

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6.10 Severability. If any provision of this Agreement shall, for any reason, be held violative of any applicable law or otherwise unenforceable, the invalidity of such a specific provision in this Agreement shall not be held to invalidate any other provision in this Agreement, which other provision shall remain in full force and effect unless removal of the invalid provisions destroys the legitimate purposes of this Agreement, in which event this Agreement shall be canceled.

6.11 Entire Agreement. This Agreement represents the entire agreement by and between the Parties except as otherwise provided in this Agreement, it may not be changed except by written amendment duly executed by all parties.

THANK YOU

SIGNED, ACCEPTED AND AGREED TO on _____ by the undersigned parties, who hereby acknowledge that they have read and understood this Agreement and the Attachments thereto, and the undersigned parties hereby execute this legal document voluntarily and of their own free will.

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CONTRACTOR

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PERFORMER

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