LIVE BAND - Performance Agreement

Between you [**THE PURCHASER**] …… **and**

The **Recording/Performing artist** internationally known as [ ]

REQUESTED DATE OF PERFORMANCE ……

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

DEPOSIT (LESS TRAVEL): £[ ] | **FINAL** PAYMENT £[ ] | **TOTAL** SUM DUE £[ ]

1) **Engagement.** The Purchaser hereby engages Artist to render musical performance[s] (the "Performance[s]"), and Artist hereby agrees to render such Performance[s] under the terms and conditions specified herein.

2) **Definitions**. The meaning of the most used terms in this agreement.

a) The term **'Artist'** shall mean Performer engaged by Person(s) or Company for thepurpose of performing.

b) The term **'Purchaser'** shall mean Person(s) or Company which engages Performer for the purpose of performing.

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

Name: ……

Street Address: ……

City/State/Country: ……

Postal/Code/Zip……

4) **Billing and Publicity**. Purchaser agrees to give the Artist 100% billing as: [ ] in all advertising/marketing, promotion, pertaining to and in connection with this agreement and performance.

a) **Sponsorship/Endorsement**. Purchaser agrees that the Artist's name or likeness is not to be connected in any way with any form of sponsorship or endorsement of any kind including but not limited to commercial or political without the **prior written agreement** of the Artist's Representative – Digital Jukebox Management.

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b) **Personal Appearances**. Purchaser agrees that they will not commit the Artist to any personal appearances, interviews or to any other type of promotion or social event without the prior written consent of the Artist's Representative – Digital Jukebox Management.

5) **Security**. Adequate security must be provided for Artist at all times while present at the location of performance(s). At least two qualified security personnel must be within ten (3-5) feet of Artist's person at all times.

6) **Insurance**. Venue agrees to retain all personal injury and property damage liability insurance with respect to the activities of the Artist on the premises of the venue. Venue agrees to indemnify and hold Artist free from all claims, liabilities, damages and expenses arising from any action of Purchaser or Artist while Artist is rendering the contracted services except for claims arising from Artist willful misconduct or negligence.

7) **Travel and Accommodation**. Purchaser agrees to furnish all Travel, Hotel Accommodation and Ground Transportation for the duration of the term/visit.

a) **Airline Tickets**. Purchaser will furnish 'Economy Plus (Not Standard Class) Tickets' for the Artist(s) + 1 for Artist Manager/Representative

b) **Hotel**. Purchaser will furnish separate rooms for each individual within a 5-Star Star Hotel Room for the Artist(s) + 1 for Artist Manager/Representative equipped with full free internet access strictly at Purchaser's expense. Accommodation must be for the duration of the entire stay.

c) **Ground Transportation**. At Artist's discretion, Purchaser will provide luxury transportation for Artist at all times for the entire duration of the stay.

8) An **itinerary** containing **rehearsals** or **sound checks** must be negotiated with the Artist Manager/Representative before the day of the performance.

The **Artist will play/perform** One (1) set(s) as follows:

a) Musical Performance one: (1) Night of entertainment performing **with** a live band
b) Performance time: A maximum of 45minutes /Maximum 8 songs

9) **Staging**: Purchaser agrees to provide Sound Stage designed for live Performance(s). Stage must be of firm construction, free of any obstructions and on one flat level. Minimum stage dimensions should be twenty (20) feet wide, fifteen (15) feet deep and four (4) feet high with a minimum of twelve (12) feet headroom clearance.

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10) **Dressing Room**. Purchaser agrees to supply one (1) clean, comfortable, air conditioned/heated, this dressing room must be exclusively available to Artist(s) throughout the day and secure without intervention from 3rd party from the time of her arrival at venue to the time of her final departure.

a) Snacks and Refreshment. Purchaser agrees to provide adequate bottles of drinking water (cold), fruit juice including cranberry, fresh fruits with the option for teas/coffee for the artist(s). The artist(s) dressing room must be furnished with all items prior to arrival at venue.

11) **Guest List**: Purchaser agrees to provide allow the artist to submit a guest list consisting of up to 10 named personnel.

12) **Payment:** In full consideration for all services rendered by Artist at the Performance(s), Purchaser agrees to make the following payments in British Pounds/Sterling currency ONLY.

a) **Deposit:** Purchaser will pay **50%** as Advance Payment, Excluding all money transfer fees and bank wire charges by cash money transfer to Artist account upon signing of this agreement. If no payment is received by Digital Jukebox Management 21 Days/3 weeks before the date of the event/performance then the agreement will be considered '**NULL/VOID**' with no further liability hereunder to any party herein this agreement.

b) If the performance is within a territory considered **'Out of Artist Home Zone'** then **Per Diem**. Purchaser will pay Fifty Pound (BRITISH POUND) per day each to Artist (Travel days included). Per Diem must be paid toArtist on arrival in full. Per Diem is calculated from the date of arrival. The Per Diem rate (£50) is charged for each additional day of stay.

c) **Payment of Balance**: The remaining balance of 50% must be paid to directly to the ARTIST REPRESENTATIVE IMMEDIATELY UPON ARRIVAL AT THE VENUE BEFORE PERFORMANCE NOT AFTER BY CASH, BANK TRANSFER OR PAYPAL – ABSOLUTELY NO CHEQUES. **IMPORTANT** – IF THE FOLLOWING IS NOT PROVIDED, THE ARTIST HAS THE RIGHT TO REFUSE PERFORMANCE AND YOUR DEPOSIT NOT RETURNED.

d) **Taxes**. Purchaser will assume full responsibility for the payment of any and all taxes that may be imposed on Artist by Government or any other authorities in the country of performance(s) (Airport departure taxes included).

e) **Airline Fees**: Purchaser agrees to pay any and all fees charged by airline on all flights associated with performance (including but not limited to baggage fees).

13) **Work Permits and Visas**. Purchaser agrees to ensure, at no cost to Artist, that all necessary work permits, as well as Visas for Artist are applied for, obtained and delivered to Artist (where applicable).

14) **Event or Artist Cancellation**: In the event Purchaser cancels the Performance less than 21 Days, (3) weeks prior to the scheduled performance date, Purchaser will pay Artist a sum equal to twenty-five percent **(25%)** of the deposit fee specified in this agreement. ***Upon payment of the cancellation fee, Purchaser will have no further liability to Artist hereunder.***

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15) **Force Majeure / 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.

a) **Purchaser warrants:** that he/she has the right to enter into this Agreement and is of legal age.

b) **Alteration** to any part of this Agreement has no legal standing and serves no constructive purpose unless first agreed by the management/representatives.

c) **This Performance Agreement** will be governed by and construed in accordance with the laws of the Country of United Kingdom, Europe & Asia, without regard to the principles of conflicts in law.

16) **Artist and Purchaser** have each caused this **Performance Agreement** to be signed by its duly authorized representative.

PURCHASER

_____ (Signature of Authorized Representative)

_____ (Printed Name and Title) _____(Todays Date)

ARTIST REPRESENTATIVE: [ ]

_____ (Signature of Authorized Representative)

_____ (Printed Name and Title)

ARTIST: [ ]

_____ (Signature of the artist)

_____ (Printed Name and Title)

ALL FLIGHT DETAILS/ONLINE TICKETS OR SIGNED CONTRACTUAL AGREEMENTS MUST BE SENT DIRECTLY TO THIS EMAIL ADDRESS BELOW AND NONE OTHER. PAYMENTS MUST ALSO BE PAID TO THIS EMAIL ADDRESS VIA PAYPAL

booking@digitaljukeboxrecords.com

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