

Agreement for Musical and Other Performances

This PERFORMANCE AGREEMENT ("AGREEMENT") is entered into by _____ ("Performer") and _____ ("Location"). Location seeks Performer to provide a performance for Location ("Event") based upon an approved song set, script, program or other material. ("Material").

Location hires Performer on the following terms and conditions:

1. TERMS OF ENGAGEMENT

A. Place of Engagement:

B. Date of Engagement & Time:

C. Length of Performance: _____ hours of performance with _____ minute performance intermissions within the _____ hour of the performance.

D. Approved Material:

- Song Set List: Performer to provide a song list to Location, which will select a fixed Material of songs to be performed. The Material will be the basis for the Performer's Performance. The Material must include Performer's start time, end time and break times throughout the performance. Location requires Material to avoid duplication of songs from act to act during the Event and also to avoid songs that may be considered offensive or unsuitable to the Event or Location.
- Script, program or other written Material: Performer to provide a copy of the script, monologue, treatment or other written Material to be performed. The Material must include Performer's start time, end time and break times throughout the performance. Location requires Material to avoid duplication during the Event and also to avoid Material that may be considered offensive or unsuitable to the Event or Location.

2. PERFORMANCE FEE

Location agrees to pay Performer as follows:

25% Due within _____ business days of the execution of this Agreement to reserve Performer for date and time at Event.



25% Due within _____ business of acceptance and approval of the Material.

50% or remaining balance, due upon **completion of Performer's performance** at the Event.

Total Performance Compensation amount: \$ _____.

Performer shall provide Location with a completed IRS Form W-9 for the purpose of receiving payment.

Performer [**circle which is applicable**] is an individual, partnership, corporation, limited liability company (LLC) or limited liability partnership (LLP), and acknowledges that if he/she/it is not a partnership, corporation, LLC or LLP, and the performance fee is more than \$600, Location is required to file a Form DE 542 with the California Employment Development Department.

3. **INSURANCE AND INDEMNIFICATION.**

During the entire term of this Agreement, Performer, at its sole cost and expense, shall obtain and keep in force policies of general liability with a carrier admitted in the State of California, insuring Performer against any liability arising out of any act, omission, or alleged act or omission of Performer, and any of its officers, directors, licensees, operators, drivers, employees, agents and independent contractors, including but not limited to property damage, including loss of use, and personal or bodily injury. The amount of such insurance shall be not less than Two Million Dollars (\$2,000,000.00) per occurrence. Location shall be named as additional insured under the general liability policy described above which said policy shall be so specifically endorsed. Performer shall also maintain Workers Compensation insurance as required by the State of California. All insurance required to be obtained by Performer pursuant to this Agreement shall be primary over any other insurance available to Location and any insurance available to Location shall be excess and noncontributing with respect to insurance required to be obtained by Performer. Said policies shall be specifically endorsed to provide a waiver of subrogation as against Location. Certificates of Insurance and Additional Insured Endorsements are to be filed with Location prior to commencement of any services pursuant to this Agreement.

Performer understands and agrees that his/her/its activities are not covered by workers' compensation insurance.

Performer will and does indemnify, defend and hold harmless Location, its agents, employees, and affiliated entities (including The Roman Catholic Archbishop of Los Angeles, a corporation sole and the Archdiocese of Los Angeles Education & Welfare Corporation – "Archdiocese") from and against all liabilities, costs, claims, damages, losses and expenses, including but not limited to reasonable attorneys' and expert fees, and other related costs and expenses incurred, arising out of the performance of this Agreement, or any breach of any of the terms contained in this Agreement, including any claims, damages, loss or expense attributable to



bodily injury, sickness, disease or death to any person, injury to or destruction of real or personal property, copyright or trademark infringement or violation of any royalty or licensing Agreement, to the extent caused in whole or in part by any negligent or intentional acts or omissions of Performer, his/her/its agents, employees or invitees, and anyone for whose acts Performer may be liable, whether or not such claims are based upon the active or passive negligence of Location, except that Performer shall not be required to indemnify Location or Archdiocese for the sole negligence or willful misconduct of Location or Archdiocese.

If any action or proceeding is brought against Location or Archdiocese, Performer shall defend Location and/or Archdiocese at Performer's expense by counsel reasonably satisfactory to Archdiocese.

4. **PERFORMANCE INTERRUPTION.** If the performance is stopped due to Performer's unprofessionalism, equipment and/or vocal failures, Performer forfeits entire remaining compensation. Location agrees to compensate Performer the balance due if performance is stopped due to Event-related issues or acts of God that are beyond Performer's control.
5. **EQUIPMENT AND SUPPORT PROVIDED.** Location will provide public announcement/audio equipment and lighting. Performer will provide all stage equipment or other equipment needed for the Event. Location reserves the right to refuse and forbid requested service, arrangements or equipment as being impermissible on the grounds of safety, security, and/or caution in the operation of the Performance Site.
6. **CANCELLATION:** Performer agrees to notify Location of a performance cancellation within _____ days of the event. In the event of cancellation by Performer, Performer shall return the performance deposit immediately to Location and forfeits the remainder of the performance fee. If Location cancels the event on less than _____ days' notice to Performer, Performer may retain the reserve fee and the set list fee, if paid, but no performance fee will be owed.
7. **RELATIONSHIP WITH THE PARTIES.** Nothing in this Agreement shall be construed as creating a partnership, joint venture, principal-agent or employer-employee relationship between Location and Performer. Performer acknowledges and agrees that Location shall have no responsibility for the conduct of Performer's employees, agents, representatives, officers, directors or other persons acting on behalf of or at the direction of Performer and that, as between Location and Performer, Performer shall be solely responsible therefore. No agency relationship, whether express or implied, between Location and Performer at any level shall be deemed to exist by virtue of this Agreement.
8. **NO ASSIGNMENT.** Performer agrees not to assign any of his/her/its rights under this Agreement without prior written consent of Location, which consent may be withheld.
9. **DISPUTE RESOLUTION.** In the event of any dispute that may arise under this Agreement that results in litigation or arbitration, the losing party shall pay the prevailing party its reasonable attorney and expert fees and costs.



10. **JURISDICTION.** This Performance Agreement shall be governed by the laws of the State of California, and venue shall be located in the State Court in the city and county of Location.

11. **MODIFICATION.** This Agreement may be modified only by the written, signed Agreement of both parties.

Performer

DATE

Name

Signature

Location

DATE

Name

Signature

