

PERFORMANCE AGREEMENT FOR SPEAKERS, MUSICIANS, AND OTHERS

This Agreement (“Agreement”) is entered into by _____ (“Performer” or “Performer’s Agency”) and _____ (“Location”). The Location hires Performer for _____ (“Event”) to perform material that is pre-approved by the Location (“Performance”).

1. TERMS OF ENGAGEMENT.

- a. Place of Performance: _____
- b. Date(s) of Performance: _____
- c. Length of Performance: from Start Time _____ to End Time _____
- d. Performer shall arrive and remain at the Event at least _____ hour(s) before the Start and End Times to inspect the Performance space, to set up, take down or assist in the setup or taking down of Performers’ equipment, and to carry out any additional responsibilities required by this Agreement.

2. **APPROVED MATERIAL.** Within _____ days/weeks of the Event, Performer or Performer’s Agency shall submit Material, as described below, to the Location for pre-approval to avoid duplication from performance to performance during the Event and also to avoid Material that may be considered offensive or unsuitable to the Event or the Location. Once approved, changes to the Material shall not be made without obtaining the Location’s approval, which shall not be withheld unreasonably.

- Musical or Theatrical Performance:** Material must include a song/music list, including lyrics, libretto or script, Performance start time(s), end time(s) and break times (if any) during the performance.
- Speech or Other Presentation:** Performer shall provide a copy or synopsis of the speech and any other Material Performer intends to use or present.

3. **PROMOTIONAL ACTIVITIES.** Both the Location and Performer and/or Performer’s Agency shall collaborate in promoting the Event and the Performance in all media as specified in this Paragraph 3 for no additional fee (“Promotional Activities”).

Please check all that apply:

- Promotional Material:** Performer agrees that Performer’s name, voice and likeness may be used by the Location for Promotional Material related to the Event and Performance now and in the future with no additional compensation. The Location shall have sole discretion to determine the content and nature of the Promotional Material.



- Social Media:** Beginning on _____ days/weeks before the Event, Performer and/or Performer's Agency agrees to promote the Event and Performance on social media using the following tags/hashtags as instructed by the Location: _____
- Meet and Greet:** Performer agrees to be available for and participate in a "Meet and Greet" with volunteers and selected attendees as part of a contest, sweepstakes or promotion during, before and/or after the Event. The "Meet and Greet" shall start at _____ and end at _____.
- Interviews:** Performer agrees to participate in _____ interviews starting on _____ in advance of the Event with television, radio, print and/or social media outlets by telephone, video, email or in-person, when possible; and at least _____ interviews on the day of the Event.
- Other:** _____

4. COMPENSATION.

The Location agrees to pay Performer as follows:

- a. Total Performance Fee: \$ _____
- b. Deposit: \$ _____ due upon signing; balance due upon conclusion of the Performance at the Event.
- c. Upon submission of written receipts, Location agrees to reimburse Performer for reasonable costs for the following expenses: \$ _____.

Other than the compensation specified above, Performer releases any and all claims Performer may have against Location for compensation and royalties.

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

Initial if applicable:

Performer is an individual and acknowledges that Performer is not a partnership, corporation, LLC or LLP, and further acknowledges that if the Performance Fee is more than \$600, Location is required to file a Form DE 542 with the California Employment Development Department.

Initial _____

- 5. **ORIGINAL OR LICENSED MATERIAL.** Performer warrants that all Materials to be used by Performer in the Performance are original to Performer and/or that Performer has obtained the necessary permissions or licenses from any holders of copyright, licenses or other legal rights in any of the content used by Performer in carrying out Performer's obligations under this Agreement.



6. **PROTECTION OF THE RIGHTS OF OTHERS.** No element of the Performance or the Promotional Activities, and no depiction of, reference to, or characterization of, any real person or entity during the Performance or Promotional Activities shall in any way infringe upon or violate any rights of any person or entity, or be libelous, slanderous, or an invasion of any personal rights.
7. **NO PRIOR OBLIGATIONS.** Performer and/or Performer's Agency warrants that he/she/it has the right to enter into this Agreement and that Performer is not encumbered by any prior or conflicting obligations from fulfilling the terms of this Agreement.
8. **INDEMNIFICATION.** Performer will and does indemnify, defend and hold harmless Location, its agents, employees, and affiliated entities, specifically including The Roman Catholic Archbishop of Los Angeles, a corporation sole, and the Archdiocese of Los Angeles Education & Welfare Corporation 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, Performer's agents, employees or invitees, and anyone for whose actions 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 for the sole negligence or willful misconduct of Location. If any action or proceeding is brought against Location, Performer shall defend Location at Performer's expense by counsel reasonably satisfactory to Location.
9. **INSURANCE.** Performer understands and agrees that Performer is not covered by workers' compensation insurance through Location. Performer further warrants that Performer has workers' compensation coverage for Performer's employees, if any, and further warrants that Performer has adequate liability insurance to cover claims, damages and losses arising out of Performer's negligence or intentional misconduct. Performer agrees to name Location as additional insured under Performer's liability insurance policy and to provide Location with a Certificate of Insurance so stating. The policy limit of Performer's liability insurance policy is:
_____.
10. **PERFORMANCE INTERRUPTION.** If the Performance is stopped due to Performer's unprofessionalism, equipment and/or vocal failures, Performer forfeits the 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.
11. **RELEASE OF RECORDING AND PUBLICATION RIGHTS.** Performer understands and agrees that the Performance and Promotional Activities may be recorded by Location electronically and by other means ("Recordings"), and/or the Performance and Promotional Activities may be live streamed, broadcast and/or published in various media, including local, national and international television, radio broadcast and webcast media, internet and print media ("Publication"). Performer accepts and understands Location's disclosures about the use of the Performance, and releases and grants to Location the right to make, use, and/or sell copies of the Recordings, to edit such Recordings as reasonably deemed necessary by Location in order to render them suitable for use and/or sale, and to use the Performer's name and biographical information in connection with such



Recordings. Performer understands and agrees that Location shall be the owner of all rights, title and interest, including copyright, in the Recordings, and shall have the exclusive right to enter into any agreements concerning the Publication of the Recordings.

12. EQUIPMENT AND SUPPORT PROVIDED.

- Location will provide the following equipment and support:

- Performer will provide the following equipment and support:

Location reserves the right to refuse and forbid requested service, arrangements or equipment on the basis of safety and security.

13. CANCELLATION. Performer agrees to notify Location of a Performance cancellation within _____ days/weeks of the Event. In the event of cancellation by Performer, Performer and/or Performer’s Agency shall return any deposit immediately to Location and shall forfeit the remainder of the Performance Fee. If Location cancels the Event on less than _____ days/weeks’ notice to Performer, Performer may retain the deposit but no further Performance Fee will be owed. Performer may submit for reimbursement invoices for any expenses reasonably incurred prior to the cancellation related to the Performance or Promotional Activities.

14. RELATIONSHIP OF 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 therefor. No agency relationship, whether express or implied, between Location and Performer at any level shall be deemed to exist by virtue of this Agreement.

15. 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.

16. DISPUTE RESOLUTION. In the event of litigation arising from a dispute under this Agreement the losing party shall pay the prevailing party its reasonable attorney and expert fees and costs.

17. JURISDICTION. This 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 Los Angeles.

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



Signature of Performer/Performer's Agency

Date

Name of Performer/Performer's Agency

Signature of Location's Authorized Signer

Date

Name of Authorized Signer

