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Performance Agreement

State of Alabama

This Performance Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of _____ (the "Effective Date") by and between the following parties: _____ (the "Performer"), a corporation, incorporated under the laws of the state of Alabama, having its principal place of business at the following address:

_____
Email: _____
Performer's stage name is as follows: _____.

and _____ (the "Client"), a corporation, incorporated under the laws of the state of Alabama, having its principal place of business at the following address:

_____
Email: _____

Performer and Client may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Performer is a professional entertainer, specifically a Singer;

WHEREAS, Client wishes to engage Performer for the Performance, as defined below;

WHEREAS, Performer has the skills, experience, and talent required to perform;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is

hereby acknowledged), the Parties do hereby agree as follows:

ARTICLE 1 - THE PERFORMANCE:

Performer will provide the following Performance:

_____

The Parties hereby agreed to abide by the terms and conditions listed herein.

ARTICLE 2 - VENUE, DATE, AND TIME:

The venue for the Performance ("Venue") is as follows:

_____

The Performance will be held at the following date and time:

Date: _____

State Time of Performance: _____

End Time of Performance: _____

The Venue will be available for set up and sound check as follows:

_____

If any takedown is required, the Venue will be available as follows:

_____

ARTICLE 3 - PERFORMANCE ORGANIZATION:

a) Sound system: Performer will be responsible for arranging any required music or sound elements, including, if necessary, by bringing a portable sound system to the Performance.

b) Lighting: Performer will be responsible for arranging required lighting elements, including, if necessary, by bringing a portable lighting element to the Performance.

c) Recording: No recording of the Performance shall be permitted. Client is responsible for ensuring Client's staff, employees, contractors, and/or guests abide by this provision.

d) Pyrotechnics: Pyrotechnics may be permitted at the Performance, if Performer and Client each agree in writing. The Parties must discuss the specifics of the pyrotechnics needed. Client will be responsible for obtaining all necessary permits.

e) Special Effects: The following special effects are permitted:

_____

Performer will be solely responsible for the provision and arrangement of any special effects to be used during the Performance.

ARTICLE 4 - ADVERTISING:

Client is responsible for all promotion, advertising, and production of the Performance. Client's promotion and advertising activities should include, but are not limited to, calendar events, articles, print media, interviews, and reviews. Performer may also promote the Performance through Performer's personal social channels, but is not obligated to do so.

Performer agrees that Client may use Performer's name, image, likeness, photographs, videos, or other personal media in the promotion and advertising of the Performance, but prior approval must be received.

ARTICLE 5 - PAYMENT:

Client agrees to pay Performer the following fees ("Fees") for the Performance:

$2 (two US dollars), as a fixed fee for the Performance

ARTICLE 6 - METHODS OF PAYMENT:

Performer will accept the following forms of payment:

_____

ARTICLE 7 - DEPOSIT:

Client will pay Performer the following deposit: $2 (two US dollars). The deposit is due on _____.

ARTICLE 8 - BALANCE:

The remaining balance of the Fees will be due in full at the completion of the Performance.

ARTICLE 9 - SALE OF MERCHANDISE:

Performer will be permitted to sell merchandise bearing the Performer's image or trademarks, as well as audio merchandise. Client will receive the following percent of each piece of merchandise sold: 100% (one hundred percent). Client will be responsible for ensuring no other merchandise sale is permitted.

ARTICLE 10 - DRESSING SPACE AND BACKSTAGE AREA:

Client will provide Performer and any of Performer's staff, employees, or agents a secure backstage dressing area. Client is responsible for ensuring no members of the public have access to the backstage dressing area.

ARTICLE 11 - OVERTIME:

If Client and Performer each agree to extend the Performance, the overtime performance will be payable at a rate of $2 (two US dollars) per hour. The fee for any overtime will be paid prior to the extended Performance.

ARTICLE 12 - EXPENSES:

Client agrees to pay for the following expenses related to the Performance:

_____

ARTICLE 13 - PERMITS:

Client is solely and exclusively responsible for obtaining any and all permits and licenses related to the Performance.

ARTICLE 14 - CANCELATION AND TERMINATION:

a) Performer cancels: Performer may cancel the Performance and this Agreement with no penalty up to the following amount of time before the scheduled Performance: _____. In such case, the Deposit will be returned to the Client.

b) Client cancels: Client may cancel the Performance and this Agreement with no penalty up to the following amount of time before the scheduled Performance: _____. In such case, the Deposit will be returned to the Client.

c) Penalties: If Client cancels with less than the proper amount of notice, Client will be obligated to forfeit the Deposit, as well as pay the full Fees due for the Performance. The Parties each agree that such penalties are reasonable and necessary to compensate the Performer for the time spent in preparation and the inability to take on other jobs in anticipation of the Performance.

d) If neither Party cancels, this Agreement will terminate automatically at the conclusion of the Performance.

ARTICLE 15 -

ARTICLE 16 -

ARTICLE 17 -

ARTICLE 18 - PERFORMER SICKNESS OR INJURY:

Should Performer fall sick or experience injury, such that the Performance may not continue, Performer agrees to return to Client any Fees the Client may have already paid the Performer.

ARTICLE 19 - EXCLUSIVITY:

Performer agrees that during the term of this Agreement, Performer will not perform for any other parties. Performer is free to return to any other performances at the conclusion of the Performance and the termination of this Agreement.

ARTICLE 20 - INDEMNIFICATION:

Client hereby agrees to indemnify Performer against any and all damage, liability, and loss, as well as legal fees and costs incurred, as a result of any act or omission of Client, Client's employees, or Client's agents relating to the Performance or the Parties' relationship.

ARTICLE 21 - LIMITATION OF LIABILITY:

Except in cases of death or personal injury caused by either party's negligence, either party's liability in contract, tort or otherwise arising through or in connection with this Agreement or through or in connection with the completion of obligations under this Agreement shall be limited to the Fees paid by the Client to the Performer.

To the extent it is lawful, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature, including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits, or business.

ARTICLE 22 - PERFORMER WARRANTIES:

Performer warrants the following:

a) Performer and Performer's agents will not be in possession of any drugs at the Venue.

b) The Performance will not break any local, state, or federal rules, ordinances, codes, statutes, laws, or regulations.

c) None of the Performer's material violates the intellectual property rights of any third-party. Performer has all required licenses and permission to use any third-party intellectual property. Performer agrees to fully indemnify Client for any intellectual property violations which come about as a result of the Performance.

d) Performer's representative executing this Agreement has the full authority and power to do so.

ARTICLE 23 - GENERAL PROVISIONS:

a) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the state of Alabama and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

b) ARBITRATION: In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing Federal law as well as the law of Alabama. Each Party shall pay their own costs and fees. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial.

c) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

d) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

e) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.

f) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

g) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent

necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

h) PUBLIC ANNOUNCEMENT: Neither Party will make any public announcement or disclosure about the existence of this Agreement or any of the terms herein without the prior written approval of the other Party.

i) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

j) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

k) FORCE MAJEURE: Performer is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

l) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: Any notice to be given under this Agreement shall be in writing and shall be sent by first-class mail, airmail, or email, to the address of the relevant Party set out at the head of this Agreement.

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of airmail), or next working day after sending (in the case of email).

In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

EXECUTION:

Name: _____

Representative Name:_____

Representative Title:_____

Representative Signature:_____

Name: _____

Representative Name:_____

Representative Title:_____

Representative Signature:_____