

WHAMMER JAMMER - PERFORMANCE CONTRACT

This contract (the "Agreement") is made on this day of _____, _____, between [OPERATOR] (the "Operator") and [_____] (the "Band") for the hiring of Band as independent contractors to perform (the "Show") for Operator at _____ (the "Venue"), located at the address [ADDRESS OF VENUE].

It is agreed as follows:

1. **Place, date, and time of Show.** The parties agree that the time and place of Show will be Venue, located at the address [ADDRESS OF VENUE], on the [DAY] day of [MONTH, YEAR,] at 9 pm.
2. **Description of Show.** Show will be a musical performance with musical content decided by Band. Show will last of a minimum of ____ minutes.
3. **Payment.** Compensation for the Show will be _____ dollars, payable by _____ payable by cashier's check, cash, etc... whatever you like (together being the "Fee"). A 50% deposit of Fee is due on the signing of this contract. This is a required condition for the contract to proceed; if a 50% deposit of Fee is not tendered upon the signing of this contract, no further obligation for either party comes due. The remaining 50% of Fee is due immediately prior to Band's Show, but may be made earlier.
4. **Cancellation.** If full payment is not made by the time immediately prior to Band's Show, Show may be cancelled by Band, and Operator may not seek any damages. Cancellation may be made by Operator before two days prior to the time of Show, in which case Operator's 50% deposit of Fee is non-refundable, but Operator will not have to pay the remaining 50% of Fee. If Show is cancelled within 2 days of Show, Operator must pay Band's full Fee. Band may cancel at any time prior to ticket sales by Operator, in which case Band must refund Fee in its entirety.
5. **Force Majeure.** In the event Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of Band, the 50% deposit of Fee is non-refundable, but no other portion of Fee is due, and the parties may negotiate a substitute Show on the same terms as this Agreement save for the time of Show, with no further deposit of Fee due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.
6. **Band Guest Tickets.** Operator will make available to Band # of complimentary tickets to Show for Band to use at Band's sole discretion.
7. **Food and Drink.** Operator will provide Band with meals or cash buyout (at \$8/person), and 10 bottles of water.
8. **Parking.** Operator will secure sufficient parking for Band's large cargo van within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the show and lasting until 1 hour after the show.

9. **Sound Systems Check.** A sound check conducted by Band of Venue's sound system is required, at a time to be mutually arranged between Band and Operator.

10. **Security, Health, and Safety.** Operator warrants that Venue will be of sufficient size to safely conduct Show, that Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary. Operator maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims.

11. **Indemnification.** Operator indemnifies and holds Band harmless for any claims of property damage or bodily injury caused by Show attendees.

12. **Arbitration settles disputes.** All claims or disputes by either party from or under this Agreement will be submitted to arbitration using the service located at URL resource locator: <http://www.judge.me> (the "Arbitration Service") and according to the rules of that Arbitration Service. Any court that would otherwise have had jurisdiction over the dispute will enforce both settlement by the Arbitration Service and any arbitration award. Parties will be their own costs, save that any fee charged by Arbitration Service to submit the case to Arbitration Service may be recovered from the other party in a arbitration award.

13. **Severability.** If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

14. **Interpretation.** Agreement will be interpreted according to the laws of Homestate.

15. **Riders.** Nothing in Agreement shall prevent any rider from being added to Agreement that is favorable to Band, as judged by Band. All riders must be in writing and signed by the party against whom enforcement is sought.

The below-signed Band Representative warrants s/he has authority to enforceably sign this agreement for Band in its entirety. The below signed Operator's Representative warrants s/he has authority to bind Operator and Venue (above).

Signature of Band Representative: _____

Band's Representative name and title: _____

Band's name: _____

Operator's Representative Signature: _____

Operator's Representative typed name and title: _____