

# Mandy Cole

## PERFORMANCE CONTRACT

This contract (the "Agreement") is made on the \_\_\_\_ day of \_\_\_\_\_, between [\_\_\_\_\_] (the "Client") and [Mandy Cole] (the "performer") for the hiring of a singer songwriter as independent contractors to perform (the "Show") for Client at \_\_\_\_\_ (the "Venue"), located at the address [\_\_\_\_\_].

It is agreed as follows:

1. Place, date, and time of Show. The parties agree that the time and place of Show will be as follows:

VENUE: Covert Farm Patio - ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

DATE OF SHOW: \_\_\_\_\_ SHOW TIME (start/end) \_\_\_\_\_

2. Description of Show. Show will be a musical performance with musical content decided by performer. Show will last of a minimum of : \_\_\_\_\_.

3. Payment. Compensation for the Show will be: \_\_\_\_\_ payable by cash, cheque or e-transfer to Mandy Cole, [mcole\\_89@hotmail.com](mailto:mcole_89@hotmail.com). A 50% deposit fee of: \_\_\_\_\_ is due 7 days from the signing of this contract. This is a required condition for the contract to proceed; if a 50% deposit is not tendered 7 days upon the signing of this contract, no further obligation for either party comes due. The remaining 50% Fee is due 7 days prior to performers show, but may be made earlier.


4. Cancellation. If full payment is not made by the time agreed upon prior to performer's Show, Show may be cancelled by Band, and Client may not seek any damages. Cancellation may be made by Client thirty days prior to the time of Show, in which case Clients's 50% deposit Fee is non-refundable plus a \$100 cancelation fee will be due within 14 days of cancelation, but Client will not have to pay the remaining 50%. If Show is cancelled within less than thirty days of Show, Client must pay performer's full Fee. The performer may cancel at any time prior to the Show, in which case the performer must refund the deposit 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 performer, 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. Security, Health, and Safety. Client 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. Client maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims.

12. Requirements. • Power: 2 clean circuits @ 120v / 60Hz • A solid stage or concrete area needs to be provided by venue for performer to perform on • If venue is outside, the client will provide protection from sun, wind, and precipitation in order to protect equipment, performers and instruments.

• Accommodations - All out of town shows require hotel rooms to be pre-paid. (shows within the South/Central Okanagan do not require rooms unless otherwise agreed upon)

Signature of Performer Representative: 

Client's Representative Signature: \_\_\_\_\_

Client's Representative typed/printed name and title: \_\_\_\_\_

Client's Representative Phone: \_\_\_\_\_

Client's Representative Email: \_\_\_\_\_