

# NEW BINGE

## Performance Agreement (Sample)

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THIS CONTRACT (the "Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Execution Date"),

BETWEEN:

\_\_\_\_\_  
(the "Client")

-AND-

Cory Peden AND Barbara Horsley  
(Individually and collectively known as the "Performer")

### BACKGROUND:

- A. The Performer is a professional entertainment group known as "New Binge".
- B. The Client wishes to engage the Performer subject to the terms and conditions as follows:

IN CONSIDERATION OF and as a condition of the Client hiring the Performer and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement agree as follows:

### VENUE

- 1. The place of the performance (the "Venue") is located at:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

### PERFORMANCE

- 2. The entertainment to be provided by the Performer is generally described as a variety of music (the "Performance").

### DATE AND TIME OF PERFORMANCE

- 3. The Performance will consist of one show on the date and between the times indicated in the table below and the Venue will be available for set-up and sound check at the date and time also indicated in the table.

SET UP Date and Time	Date of Show	Start Time	End Time

The Performer is granted \_\_\_\_ 20-minute breaks during the performance.

#### PAYMENT

4. In full consideration for all services rendered by the Performer at the Performance, the Client agrees to pay the Performer a fixed fee of \$\_\_\_\_\_.00 USD (the "Fee").

#### PERFORMER EXPENSES

5. The Performer agrees that the Fee is inclusive of all expenses, accommodations, holiday entitlements, traveling expenses to and from the Venue and covers any costs whatsoever incurred by any of the members individually or collectively as a group, except as expressly provided in this Agreement.

#### PAYMENT OF BALANCE

6. Promptly after the Performance on the date of the Performance, the Client will pay to the Performer any outstanding balance of the fee in cash.

#### CANCELLATION

7. The Performer reserves the right to cancel this Agreement without obligation upon notice to the Client prior to \_\_\_\_\_.

8. The Client reserves the right to cancel this Agreement without obligation upon notice to the Performer prior to \_\_\_\_\_. Cancellation by the Client later than \_\_\_\_\_ will require payment of the full Fee.

#### NON-PERFORMANCE BY THE CLIENT

9. Those obligations of the Client required to be met prior to the Performance are conditions precedent which must be satisfied in full by the Client before the Performer is required to perform unless otherwise agreed to by all parties in writing. If the Client cancels or postpones the Performance, or any show comprising the Performance, without proper notice or fails to make any payment or fails to perform any other condition precedent as required by this Agreement then the Client will be in breach of this Agreement and the Performer will have no further obligations under this Agreement.

#### SECURITY DEPOSIT

10. The Performer will not be required to post a security deposit against any or all possible damage related to or arising from the Performance.

#### FORCE MAJEURE

11. Neither the Performer nor the Client will be held liable for any failure to perform its obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labor difficulties or strike, inclement weather, epidemic, interruption, or delay of transportation service, acts of God, or any other legitimate cause beyond the reasonable control of the Performer and the Client.

#### SICKNESS AND ACCIDENTS

12. The Performer agrees to meet its obligations under this Agreement subject to legitimate incapacity by sickness or accident.

#### EXCLUSIVITY

13. The Performer will perform exclusively for the Client throughout the actual period of services of this Agreement unless otherwise provided by the Client in writing. The Performer at the time of signing this Agreement will not be under any contract to a third party that might preclude the Performer from fulfilling the requirements of this Agreement.

## INDEMNIFICATION

14. The Performer is responsible only for its own conduct. The Performer will be compensated by the Client for any and all damage done to the Performer's equipment by the Client, its agents or guests. The Client indemnifies and holds the Performer harmless for any and all property damage or personal injury that results from or is related to the Performance that is not directly caused by the Performer.

## PERMITS

15. The Client warrants and represents that it has obtained any and all permits, approvals, licenses and variances necessary for the Performance.

## SECURITY

16. The Client will take reasonable precautions for the safety of the Performer and the Performer's equipment during all aspects of the Performance and at all times while the Performer and the Performer's equipment is on the Venue premises. The Client is also responsible for ensuring that only the Performer and its designated technicians and representatives are allowed on stage or in the backstage area.

## GOVERNING LAW

17. This Agreement will be governed by, and construed in accordance with, the laws of the State of Tennessee. The Client and the Performer each submit to the jurisdiction of the courts of the State of Tennessee for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. If the performance is beyond the state lines of Tennessee an amendment will be attached.

## COVENANT OF GOOD FAITH AND FAIR DEALING

18. The Client and the Performer agree to perform their obligations under this Agreement, in all respects, in good faith.

## MISCELLANEOUS TERMS

19. The Client will be responsible for providing suitable power and electricity for the Performance.

20. The Client will be responsible for providing an adequate stage that is not directly on grass or dirt.

21. The Client will be responsible for providing adequate stage cover for outside performances to protect the Performer and the Performer's equipment from the elements.

22. The Client will be responsible for providing a meal and beverages to the Performer on the date and time indicated in this Agreement.

23. The client will be responsible for arranging free parking to the Performer within close proximity to the Venue.

24. This agreement may be executed in counterpart. Facsimile or electronic signatures are binding and are considered to be original signatures.

25. No part of the Performance may consist of acts in violation of any local laws, codes, statutes, ordinances, regulations, rules, or any other requirements including building and fire regulations.

26. It is the intent of the parties to this Agreement that the Performer is an independent contractor and will control the manner and means of the Performance. The Client will control the scheduling of the Performance. The Performer is not an employee of the Client. The exclusive nature of this agreement is limited to the duration of the Performance, and it is expected that the Performer will enter other similar agreements with other clients.

IN WITNESS WHEREOF the Client and Performer have duly affixed their signatures on this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_

Name of Clients

\_\_\_\_\_

Barbara Horsley

\_\_\_\_\_

Cory Peden