PERFORMANCE AGREEMENT

This contract (the "Agreement") made and entered into this _____ day of _____, _____ (the "Execution Date"),

BETWEEN:

_____

(the "Purchaser")

OF THE FIRST PART

- and –

_____

(the "Performer")

OF THE SECOND PART

BACKGROUND:

    A. The Performer is a professional entertainer known as _____; and

    B. The Purchaser wishes to engage the Performer and is willing to undertake to do so, subject to the terms and conditions as follows:

IN CONSIDERATION OF and as a condition of the Purchaser 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:

    Business Address of the Performer

1.   Any payments by check or money order should be made out to _____.
    Performer's business address is as follows:
    Address: _____
    Telephone: _____ Email: _____ Fax: _____

    Business Address of the Purchaser

2.   The Purchaser's business address is as follows:
    Address: _____
    Telephone: _____ Email: _____ Fax: _____

    Venue

3.   The place of performance (the "Venue") is located at:
    Name: _____
    Address: _____
    Telephone: _____ Email: _____ Fax: _____

Performance

4.   The entertainment to be provided by the Performer is generally described as
_____ (the "Performance")

Date and Time of Performance

5.   The date and time of performance will be as follows:
_____

6.   **Instrument will be Provided by:** _____

Payment

7.   In full consideration for all services rendered by the Performer at the Performance, the Purchaser agrees to pay the Performer a fixed fee of $_____ US Dollars (the "Fee").

Deposit

8.   The Purchaser will pay to the Performer $_____ US Dollars as a deposit (the "Deposit") by the date of _____. If the Purchaser fails to provide the Deposit promptly by this date, the Performer may cancel this Agreement without further obligation.

Payment of Balance

9.   Promptly after the last set on the final date of the Performance, the Purchaser will pay to the Performer any outstanding balance of the Fee in the form of cash, check or money order.

10.   **Additional Terms**
_____
_____
_____
_____

Cancellation

11.   Purchaser shall give no less than (7) days notice to pianist of cancellation of performance, or Purchaser agrees to pay pianist liquidated damages the guaranteed fee of $150.00.

_____ (SEAL)   _____
Purchaser/Authorized Representative (Signature)   Purchaser (Please Print/Type)

_____ (SEAL)   _____
Performer/Authorized Representative (Signature)   Performer (Please Print/Type)