

# ROOT VIBRATION ENTERPRISE

1882 W. Palm Dr. #398 Mount Prospect, IL 60056-4447 (847) 690-1532 email: shah1948@aol.com



## PERFORMANCE AGREEMENT

Date \_\_\_\_\_

Buyer \_\_\_\_\_ herewith engages the professional services of \_\_\_\_\_ to perform live entertainment.  
(Name of Attraction)

Performance Date \_\_\_\_\_

Location \_\_\_\_\_

Address \_\_\_\_\_  
Postal Route City State Zip Code

Performance Time \_\_\_\_\_

Engagement Price \_\_\_\_\_ Dollars

\$ \_\_\_\_\_ Deposit due as of \_\_\_\_\_. Balance due \$ \_\_\_\_\_

1. Payments are to be paid in cash or by cashier's check.
2. Band leader, \_\_\_\_\_ hereafter referred to as seller, shall at all times have complete supervision, direction and control over band personnel. In the event that the band unavailable to perform this engagement a substitute band will perform under this same agreement or the contract is subject to renegotiations or cancellation on behalf of the buyer if changes are made prior to the commencement of the performance without the buyer's approval. Deposit is non-refundable unless the band is in breach of this agreement.
3. Buyer shall furnish such facilities (Sound System, Stage, & Lighting) considered customary and adequate for the performance. Band leader must conform to reasonable policies of the buyer.
4. Buyer and seller acknowledges this contract is not binding until executed by all parties and thereafter is subject to the Civil Laws governed by the State of Illinois in the County of Cook at the fair market price of \_\_\_\_\_.
5. Breach of this contract will result in damages at the fair market price plus court cost and legal expense.

**Special instructions** \_\_\_\_\_

*Seller agrees to pay Agent \_\_\_\_\_% commission based on the gross price of the engagement payable at the Conclusion of the performance.*

**The parties agree that return engagements performed within \_\_\_\_\_ days from the commencement of this engagement shall be booked by \_\_\_\_\_.**  
**(See Conditions Rider)**

The undersigned acknowledge and confirm the reading and approval of all terms set forth in this agreement.

Buyer: \_\_\_\_\_  
(Print Name)

Seller: \_\_\_\_\_  
(Print Name)

Signature

Signature

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Bus Phone: \_\_\_\_\_ Cell \_\_\_\_\_  
E-mail: \_\_\_\_\_

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Bus Phone: \_\_\_\_\_ Cell \_\_\_\_\_  
E-mail: \_\_\_\_\_

Return all copies of this agreement to: \_\_\_\_\_

acting in the capacity of agent of seller. Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Agent Signature: \_\_\_\_\_ Approval Date: \_\_\_\_\_

<http://www.el-amin97.com>

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## Conditions Rider

### 1. Authorization:

Access to the building at designated times and utilization of necessary equipment and facilities. Dressed rehearsal on location to become acoustically aquatinted with the performance area and sound check instruments and vocals with engineer.

### 2. Sound System requirements:

Number of Mixer input levels \_\_\_\_\_ Direct inputs \_\_\_\_\_ Vocal Mics \_\_\_\_\_  
Drum Mics \_\_\_\_\_ Percussion Mics \_\_\_\_\_ Instrument Mics \_\_\_\_\_. (See Stage Plot Plan)

### 3. Facilities:

Dressing room in close proximity to the stage and supplied with cold beverages

### 4. Payment:

Cash is to be made promptly at the conclusion of the performance unless otherwise agreed. Business Check is to be issued fourteen days prior to the event. On the day of the event payment **Cash remuneration** or Cashier's check payable to the order of \_\_\_\_\_.  
Late performance penalty shall not exceed 2% of the gross price of the performance for each fifteen minute delay due to band negligence.

### 5. Protection:

Insurance against damage to property and personal injury due to violence fire or theft while on the premises in the event that the occurrence of such incident is not due to or the cause of an act of negligence by the band or any of its members.  
The band retains the rights to any and all original performance materials now held Under the protection provided by the United States (title 17, U.S. Code) "Original Works of authorship", Section 106 of the Copyright Act, owner's exclusive right

### 6. Concessions:

The band reserves the right to sell or promote the sale of its product in relation to its performance and request the support of this establishment in doing so.

### 7. Waivers:

The band is willing to consider the voluntary relinquishment of a specific right or privilege within reason and effect that decision by an instrument of the most agreeable evidence.

### 8. Statements:

The band is willing to indorse any legal promotion of this event that is not damaging to the character, reputation or image (property) of its members.

### 9. Contracts:

This band will sign the necessary documents in order to expedite this affair. Breach of this contract agreement will render any discounted price null and void resulting in litigation at the fair market price specified on the face of this document.

### 10. (Optional) Band Members

Name	Instrument	SSN#	Paid
	Vocalist		
	Lead Guitar		
	Bass Guitar		
	Rhythm Guitar		
	Keyboards		
	Drum Set		
	Percussion		