

PERFORMANCE AGREEMENT BETWEEN _____ & THE VAGUELY FAMILIAR ACOUSTIC GUITAR DUO

This contract (the "Agreement") is made on the DAYday MONTH DATE^{th st nd rd}, 2024, between OPERATOR'S REPRESENTATIVE, TITLE, ORGANIZATION, ADDRESS STREET, TOWN, STATE ZIP (the "Operator") & Theodore T. Hopf, A.K.A.: "The Vaguely Familiar Acoustic Guitar Duo," 215 Cool Stone Bend, Lake In The Hills, IL 60156 (the "Artist") for the hiring of the Artist as independent contractors (not employees of the Operator) to perform (the "Show") for the Operator at NAME OF EVENT, held at/on WHERE THE EVENT IS TO BE HELD, ADDRESS STREET, TOWN, STATE ZIP, (the "Venue").

It is agreed as follows:

1. Place, date, & time of the Show: The parties agree that the time & place of the Show will be at the Venue on DAYday MONTH DATE^{th st nd rd}, 202#, beginning at #:## AM/PM & ending at #:## AM/PM.

2. Description of the Show:

The Show will be a musical performance with content decided by the Artist. The Artist will perform # set(s) of music totaling # hour(s) from #:## AM/PM - #:## AM/PM, followed by an additional set of music totalling # hour(s) from #:## AM/PM - #:## AM/PM. There will be a break in the performance during REASON FOR BREAK from #:## AM/PM - #:## AM/PM. Reasonable adjustments for announcements, awards or OTHER are anticipated. A person designated before the Show will provide appropriate cues to the Artist.

3. Payment: Compensation for the Show will be \$###.00 dollars (FLAT), payable by cash / check (together being the "Fee"). No down payment is required; the Fee in total is due immediately at the conclusion of the Show. *Please make check payable to "Theodore Hopf."*

4. Cancellation: The Show may be canceled by the Artist at any time, & the Operator may not seek any damages. The Operator may make cancellation at any time, & the Artist may not seek damages.

5. Force Majeure: In the event the Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of Artist, the parties may negotiate a substitute Show on the same terms as this Agreement save for the time of the Show, 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. Food & Drink: Operator will provide the Artist with cold, clean drinking water at the Artist's request.

7. Parking: The Operator will secure sufficient parking for the Artist's(s) vehicle (# compact SUV) within a reasonably convenient walking distance to the Venue for a minimum period of ## minutes prior to the Show & lasting until ## minutes after the Show.

8. Equipment Load-In: ## minutes before scheduled performance time. The Operator provides a reasonably level solid stage or floor, nearby (40' maximum) access to a single grounded power outlet & lighting (if applicable.) The performance area will be enclosed or otherwise closely situated near dry shelter in the event of inclement weather; all other equipment will be provided by the Artist.

9. Sound Systems Check: If a preliminary examination conducted by the Artist of Venue's acoustical characteristics is required, it will occur ## minutes before Show commences. If venue-owned sound equipment is required, the Artist will provide output signals to the venue-owned equipment. Beyond this, the Artist will not be responsible for setting up or operating venue-owned sound equipment.

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

11. Indemnification: The Operator indemnifies & holds the Artist harmless for any claims of property damage or bodily injury caused by the Show's attendees.

12. Arbitration: Any dispute or claim arising out of or relating to this agreement or its breach shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall take place in Chicago, Illinois, & the laws of the State of Illinois shall apply. The parties will bear their own costs, save that any fee charged by the Arbitration Service to submit the case to the Arbitration Service may be recovered from the other party in an arbitration award. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

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 Illinois.

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

16. Commencement: Commencement of engagement is deemed to be an acceptance of all terms stated herein by the Operator & the Artist. This agreement may not be changed or altered except by an instrument in writing by both parties. The Operator &/or the Artist shall not have the right to transfer or assign this agreement to any third party.

The below-signed Artist Representative warrants s/he has authority to enforceably sign this agreement for the Artist in its entirety. The below signed Operator's Representative warrants s/he has authority to bind the Operator & the Venue.

Signature of Artist's Representative:



Date: DAYday MONTH DATE^{th st nd rd}, 2024

Artist's Representative printed name & title: Theodore T. Hopf, Manager for The Vaguely Familiar Acoustic Guitar Duo

Signature of Operator's Representative: _____

Date: _____

Operator's Representative printed name & title:
