

Standardized Performance Agreement for Cartesian Dreams

This Agreement made on date of _____ / _____ / 2016 by and between the parties identified below.

In consideration for the following covenants, conditions, and promises, the Employer identified below agrees to hire the below-identified Artist to perform an engagement and the Artist agrees to provide such performance services, under the following terms and conditions:

This agreement for performance services is entered into by the musician(s) known as:

CARTESIAN DREAMS (now referred to as Artist)
and employer known as

_____ (now referred to as Employer)

Employer hires named musicians on the terms and conditions set forth in this contract.

Jules Drew; Chuck Charlton ; Doug Ems ; Mike Waugh; Jean Toussaint

1. Date, time and place of performance.

Place of Performance (or "Venue"): _____

Address: _____

Date(s) and hours of engagement: _____

Artist shall perform 3 sets of live music, of approximately 60 minutes in length each, starting at _____:00 PM and ending no later than _____:00 PM OR _____:00 AM Artist shall be entitled to two between-set breaks of approximately 25 minutes each.

Example: 10:00 to 11:00 ; and 11:30 to 12:30 ; and 01:00 to 02:00

2. Compensation. (indicate A or B)

A) Set Fee. The total of a base amount of \$ _____ .00 ("*Base Fee*"), plus an additional \$ _____ .00 for the Artist to provide a sound system, if applicable ("*Sound System Fee*"), and an additional \$ _____ .00 for the Artist to provide stage lighting, if applicable ("*Lights Fee*").

B) Percentage with (OR without) Guarantee. The greater of (a) \$ _____ .00 guaranteed, or an amount equal to _____ percent (_____ %) of the (*select one*)
q door cover charge / q gross ticket sales / q gross food / beverage sales for the Engagement.

Total Fee is to be paid to Artist in cash immediately following the Performance

3. Accommodations. Employer shall provide Artist with:

a. _____ A designated entertainment area consisting of a hard, flat, sturdy surface (i.e. Artist stage, sheets of plywood, concrete pad, sectioned area of floor, etc.) AND two (2) separate 15 amp 110 ~ 120 volt, 60 Hz, grounded electrical lines/outlets; AND additionally, if performance is outside, sufficient overhead and side cover for Artist from inclement weather (i.e., tent) with Electrical lines/outlet on ground fault circuit interrupter (GFCI).

b. (*if circled*) Use of the **house sound system** installed at the Venue at no charge to Artist. If the letter for this subsection is circled, then the Artist shall not charge the Employer the Sound System Fee set forth in Section 2A above.

c. If Employer hires or provides staff to run house sound system (i.e. 'soundperson') that staff member is paid by Employer and not from Artist fee.

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- g. If Artist hires or provides staff to run house light system (i.e. 'light person') that staff member is paid by Artist.
- h. Full access to stage and P.A. equipment at the Place of Performance for Artist equipment setup and sound check, commencing at ____:00 PM on the Date of Engagement.
- i. Designated time for live sound check of no less than 20 minutes, commencing at ____:00 PM on the Date of Engagement.
- j. Artist agrees to provide, at no cost to Employer, all necessary instruments and instrument amplification including: • All backline amplification. All instruments, All vocal microphones. •Drums
- k. Employer provides sufficient security so that no unauthorized persons will have access to the stage area, and security during Artist's presence at Venue from (but not limited to) any other staff and/or customers at Venue.
- l. Employer shall be responsible for any theft or damage to the equipment of Artist, and to the Artist, that may occur during the time the equipment and Artist are located on Employer's premises.
- m. Reasonable amounts of complimentary drinking water during the Engagement.
- n. Employer will NOT allow running Artist tab for food or beverages. All food or beverages will be paid by individual musicians (identified above) at time of purchase/order.

4. Cancellation.

If Artist arrives at the Place of Performance on the Date of Engagement prepared to perform and commences or attempts to commence entertainment, and the Engagement is subsequently halted or otherwise prevented by circumstances beyond artist's control (i.e. inclement weather, power outage, building damage, accidents, another Artist booked and/or set-up, any other legitimate adverse condition) or by Employer's failure to provide reasonably acceptable Accommodations as set forth in Section 30, or suitable equipment that reasonably conforms to the Equipment Rider as set forth in Section 3 (if applicable), Employer shall pay Artist full agreed-upon Total Performance Fee or other suitable negotiated compensation.

5. Additional Terms.

- a. Employer agrees to retain any and all necessary personal injury or property damage liability insurance with respect to the activities of the Artist on the premises of Employer or at such other location where Employer directs the Artist to perform. Employer agrees to be liable for any loss or damage to Artist's equipment that may occur during the course of the Engagement due to the negligence of guests and/or Venue.
- b. Employer agrees to indemnify and hold Artist harmless from any and all claims, liabilities, damages, and expenses arising from any action or activity of Employer or Artist while Artist is rendering the contracted services except for claims arising from Artist's willful misconduct or gross negligence.
- c. The agreement that artist performs is subject to detention by sickness, accident, riot, strikes, epidemic, acts of God or other legitimate conditions beyond their control.
- d. Compensation fee is NOT to be renegotiated at any time after band commences performance. Any failure by Employer to Artist for payment may allow Artist to terminate performance.

Signatures:

Artist (representative of Cartesian Dreams) _____

Employer _____

Date: _____