

Live Performance Contract

This **Live Performance Contract** ("**Contract**") is entered into as of _____ ("**Effective Date**") by and between the following parties:

Performer

Client

The Client and the Performer may be referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, the Client wishes to engage the Performer to provide a live performance at the event described in this Contract; and

WHEREAS, the Performer has the experience, skills, and authority to provide the requested performance services under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained in this Contract, the Parties agree as follows:

1. Engagement

The Client engages the Performer to provide a live performance, and the Performer agrees to perform at the event in accordance with this Contract.

2. Event Details

Event Name:

Event Type:

Event Date:

Venue:

Performance Location:

Scheduled Performance Time:

Audience Size (Estimated):

Event Contact:

3. Performance Services

The Performer shall provide the following services:

- Live musical, theatrical, spoken-word, comedy, dance, or other performance as described:
- Performance duration of
- Number of sets:
- Breaks between sets:
- Performance by the following individual(s) or group:

The Performer shall perform professionally and in accordance with generally accepted industry standards.

4. Performance Schedule

The Performer shall arrive at the venue no later than _____ to allow sufficient time for setup, sound check, rehearsals, and preparation.

The Client shall ensure that the venue is available for access during the agreed setup period.

Unless otherwise agreed in writing, the performance shall begin and conclude at the scheduled times stated in this Contract.

5. Compensation

In consideration for the performance services, the Client shall pay the Performer as follows:

Description	Amount
Performance Fee	
Deposit Due Upon Signing	
Balance Due	
Additional Charges	
Total Compensation	

Unless otherwise agreed, the balance shall be paid no later than _____.

Payments shall be made by _____.

Late payments may accrue interest at the maximum rate permitted by applicable law or the lowest rate allowed where such maximum is not applicable.

6. Deposit

If a deposit is required, the Client shall pay the amount specified in the Compensation section upon execution of this Contract.

Unless otherwise stated in the Cancellation clause, the deposit is non-refundable once the Performer has reserved the event date.

7. Client Responsibilities

The Client shall:

- Provide timely access to the venue.
- Ensure the venue is safe and suitable for the performance.
- Obtain all permits, approvals, and venue authorizations required for the event unless otherwise agreed.
- Provide adequate security when reasonably necessary considering the nature and size of the event.
- Ensure that electrical power and facilities required for the performance are available.
- Designate an authorized event representative to coordinate with the Performer.

8. Performer Responsibilities

The Performer shall:

- Arrive on time and prepared to perform.
- Perform with reasonable skill, professionalism, and care.
- Comply with reasonable venue rules communicated before the event.
- Maintain all licenses, permissions, and rights necessary for the performance.
- Conduct themselves in a professional manner throughout the event.

9. Technical Requirements

The Parties acknowledge the following technical requirements:

If the Client is responsible for providing technical equipment, the equipment shall be operational, safe, and available before the scheduled setup time.

10. Recording and Photography

The Client may photograph or record the performance only as agreed by the Parties.

Unless otherwise agreed in writing, the Performer retains ownership of all intellectual property associated with the performance, including original works and performance rights.

Nothing in this Contract transfers ownership of copyrights, trademarks, or other intellectual property.

11. Promotional Materials

The Client may use the Performer's approved name, biography, photographs, and promotional materials solely for promoting the event.

No material may be altered in a way that misrepresents the Performer without prior written consent.

12. Cancellation

Either Party may cancel this Contract by providing written notice.

If the Client cancels:

- Any deposit shall be handled in accordance with the Deposit clause.
- The Client shall pay for any non-recoverable expenses reasonably incurred by the Performer before cancellation, provided supporting documentation is supplied upon request.

If the Performer cancels without a valid reason beyond the Performer's reasonable control, the Performer shall promptly refund all amounts previously received from the Client for the cancelled performance.

The Parties may agree in writing to reschedule the performance instead of cancelling this Contract.

13. Force Majeure

Neither Party shall be liable for failing to perform its obligations where performance becomes impossible or impracticable due to events beyond that Party's reasonable control, including natural disasters, severe weather, government restrictions, acts of terrorism, widespread public emergencies, labor disruptions, or similar events. The affected Party shall notify the other Party as soon as reasonably practicable. The Parties shall make reasonable efforts to reschedule the performance before terminating this Contract.

14. Insurance and Liability

Each Party shall remain responsible for its own acts, omissions, employees, contractors, equipment, and property.

To the extent permitted by applicable law, neither Party shall be liable to the other for indirect, incidental, special, or consequential damages arising out of this Contract.

Nothing in this Contract limits liability for fraud, intentional misconduct, or any liability that cannot lawfully be limited.

15. Independent Contractor

The Performer is engaged as an independent contractor.

Nothing in this Contract creates an employment relationship, partnership, joint venture, agency relationship, or exclusive arrangement between the Parties.

The Performer is solely responsible for taxes, insurance, permits, and other obligations arising from the Performer's business activities unless otherwise required by applicable law.

16. Confidentiality

Any confidential business, financial, technical, or personal information disclosed in connection with this Contract shall be kept confidential and used only for purposes of performing this Contract.

This obligation survives the termination or completion of this Contract.

17. Notices

Any notice required under this Contract shall be provided in writing and delivered personally, by recognized courier, by certified or registered mail, or by electronic mail to the contact information designated by each Party.

A notice becomes effective upon confirmed delivery.

18. Assignment

Neither Party may assign or transfer its rights or obligations under this Contract without the prior written consent of the other Party, except as part of a lawful business succession or organizational restructuring that does not materially affect the other Party's rights.

19. Amendment

This Contract may be amended only by a written agreement signed by both Parties.

20. Entire Agreement

This Contract constitutes the complete agreement between the Parties concerning the live performance and supersedes all prior discussions, negotiations, proposals, and understandings relating to its subject matter.

21. Severability

If any provision of this Contract is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by applicable law.

22. Governing Law and Dispute Resolution

This Contract shall be governed by the laws of _____, without regard to conflict of law principles.

The Parties shall first attempt in good faith to resolve any dispute through negotiation. If the dispute cannot be resolved through negotiation within a reasonable period, either Party may pursue any remedy available before a court of competent jurisdiction or another dispute resolution forum agreed upon in writing by the Parties.

23. Counterparts and Electronic Signatures

This Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which together constitute one agreement.

Electronic signatures shall have the same effect as handwritten signatures to the extent permitted by applicable law.

Signatures

By signing below, the Parties acknowledge that they have read, understood, and agree to be bound by the terms of this Contract.

Performer

Name

Date

Signature

Client

Name

Date

Signature



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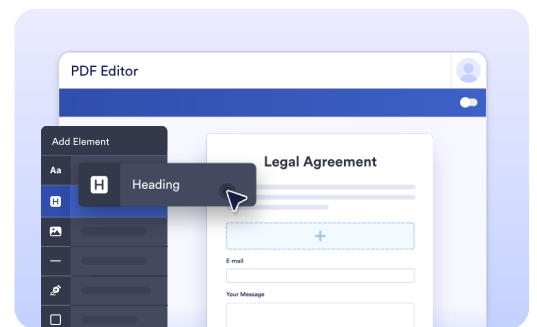
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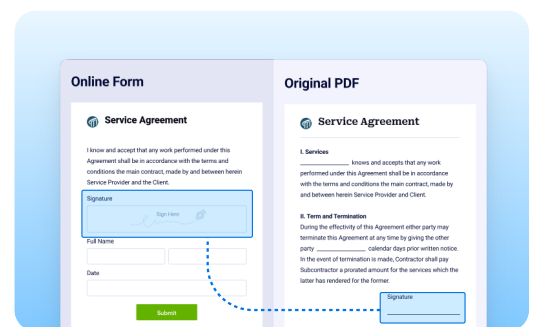
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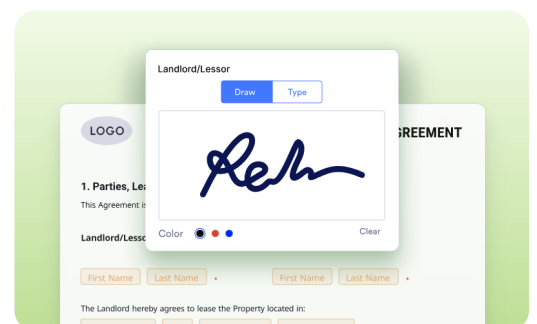
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