

This Performance Engagement Agreement (hereinafter called the "Agreement") is made by and between NAME OF CLUB (hereinafter called "the Employer") and LEGAL NAME(S) OF PERFORMER or BAND MEMBERS doing business as NAME OF BAND or STAGE NAME OF PERFORMER, (hereinafter called the "Artist")

**This Agreement is made with reference to the following facts:**

- A. That the Artist is an independent contractor; and
- B. That the Employer desires to engage the service of the Artist, under the terms and conditions set out below.

**Therefore, in consideration of the following promises, the Employer hereby engages the service of the Artist as below specified and the Artist agrees to render such services, according to the following terms and conditions, including those under the heading "Additional Terms and Conditions, attached hereto as the Addendum to the Club Engagement Agreement and made a part hereof by this reference.**

**Names of musicians and performers collectively referred to herein as the "Artist:"**

LEGAL NAME OF MUSICIAN OR PERFORMER  
Legal name

SOCIAL SECURITY NUMBER  
Social Security Number

LEGAL NAME OF MUSICIAN OR PERFORMER  
Legal name

SOCIAL SECURITY NUMBER  
Social Security Number

LEGAL NAME OF MUSICIAN OR PERFORMER  
Legal name

SOCIAL SECURITY NUMBER  
Social Security Number

LEGAL NAME OF MUSICIAN OR PERFORMER  
Legal name

SOCIAL SECURITY NUMBER  
Social Security Number

LEGAL NAME OF MUSICIAN OR PERFORMER  
Legal name

SOCIAL SECURITY NUMBER  
Social Security Number

**Place of Performance**

**Date, Time, Length of Performance**

NAME OF CLUB  
Name of Club

DATE OF PERFORMANCE  
Date of Performance

STREET ADDRESS OF CLUB  
Street Address of Club

TIME PERFORMANCE COMMENCES  
Time Performance Will Commence

CITY WHERE CLUB IS LOCATED  
City

TIME PERFORMANCE ENDS  
Time Performance Will End

STATE WHERE CLUB IS LOCATED  
State

PHONE NUMBER OF CLUB  
Area code & Telephone Number

**The Artist and Employer further agree as follows:**

1. The Artist shall have full access to the club stage and sound equipment on the day of the performance which is the subject of this Agreement at TIME FOR SOUND CHECK. The sound system available for use by the Artist for that performance is described as follows:

- 
- 
- 
- 
- 
- 
- 
2. That upon the execution of this Agreement the Employer shall pay to the Artist the sum of SPELL OUT DOLLAR AMOUNT Dollars (\$WRITE DOLLAR AMOUNT IN FIGURES) as a deposit (hereinafter referred to as the "Deposit") against the total performance fee ( hereinafter referred to as the "Total Fee") of the sum of SPELL OUT DOLLAR AMOUNT Dollars (\$WRITE DOLLAR AMOUNT IN FIGURES). The balance of the Total Fee payable hereunder shall be payable to the Artist in cash or in the form of a cashier's check immediately upon the conclusion of the performance which is the subject of this Agreement.
  3. That the Employer shall provide security necessary to ensure that no unauthorized persons enter the stage or backstage area of the club while the Artist is on the club premises immediately before, during, and immediately after the performance which is the subject of this Agreement. Further, the Employer shall be responsible for any theft of or damage to the equipment, instruments, or personal possessions of the Artist while any such equipment, instruments, or personal possessions are on the club premises
  4. That the Artist shall have the right and option to sell its recordings and other merchandise immediately before, during, and immediately after the performance which is the subject of this Agreement and shall retain any revenues produced by any such sales.
  5. That the Artist shall be furnished with NUMBER OF TICKETS free tickets to the performance which is the subject of this Agreement for use of the Artist.
  6. That the Employer agrees to contract for and supply all reasonable and necessary personal injury, theft, and property damage liability insurance to apply to the activities and property of the Artist while the Artist is on the club premises immediately before, during, and immediately after the performance which is the subject of this Agreement. Further, the Employer agrees to indemnify and hold the Artist harmless from any and all claims, liabilities, damages, and expenses arising from any action or activity of the Employer or the Artist while the Artist is rendering services relating to that performance on the date of such performance. However, the above indemnity shall not apply to any claims arising from the gross negligence or willful misconduct of the Artist.
  7. That if the Employer cancels the performance engagement which is the subject of this Agreement less than thirty (30) days of the scheduled performance, the Artist shall retain the Deposit as liquidated damages. If the Employer cancels the performance engagement which is the subject of this Agreement less than fourteen (14) days prior to the scheduled performance, the Employer shall pay to the Artist, as liquidated damages, sum equal to the balance of the Total Fee due hereunder.
  8. That the promise and obligation of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond the control of the Artist. If the Artist is unable to perform hereunder, the Deposit previously received by the Artist shall be returned to the Employer within thirty (30) days of the scheduled date for the performance which is the subject of this Agreement.
  9. That this Agreement shall be governed by the laws of the state of STATE and if there is any dispute or suit arising out of this Agreement, the prevailing party shall entitled to be paid reasonable attorney fees and costs by the losing party.
  10. That this Agreement constitutes the sole and complete agreement between the Artist and the Employer. Any modification of this Agreement shall be ineffective unless it is made in writing

and is signed by both the Employer and the Artist. This Agreement shall become effective, binding, and valid on the date both parties have indicated below and the Artist has received the Deposit.

**In witness whereof, the Artist and Employer have executed this document in NUMBER counterpart originals on the date(s) indicated below.**

STAGE NAME OF PERFORMER or NAME OF BAND, Artist

By: LEGAL NAME OF PERFORMER or NAMES OF BAND MEMBER(S) doing business as  
STAGE NAME OF PERFORMER or NAME OF BAND  
MAILING ADDRESS  
CITY, STATE, AND ZIP CODE

SIGNATURE OF PERFORMER or BAND PARTNER  
(Signature for Artist)

DATE OF SIGNATURE  
(Date of Signature)

PRINTED NAME OF PERSON SIGNING ABOVE  
(Print Name)

And

NAME OF CLUB, Employer

By: NAME OF CLUB  
MAILING ADDRESS  
CITY, STATE, AND ZIP CODE

SIGNATURE OF OWNER or MANAGER OF CLUB  
(Signature of club owner or manager)

DATE OF SIGNATURE  
(Date of signature)

PRINTED NAME OF OWNER or MANAGER OF CLUB  
(Print Name)

**Addendum**

To the Club Engagement Agreement (hereinafter called the "Agreement") made by and between NAME OF CLUB (hereinafter called "the Employer") and LEGAL NAME(S) OF PERFORMER or BAND MEMBERS doing business as NAME OF BANE or STAGE NAME OF PERFORMER, (hereinafter called the "Artist")

**Additional Terms and Conditions:**

---

---

---

---

---

---

---

---

SIGNATURE OF PERFORMER or BAND PARTNER  
(Signature for Artist)

DATE OF SIGNATURE  
(Date of signature)

And

SIGNATURE OF OWNER or MANAGER OF CLUB  
(Signature of club owner or manager)

DATE OF SIGNATURE  
(Date of signature)