



d.b.a.



PERFORMANCE AGREEMENT

THIS AGREEMENT is for the personal services of musicians on the engagement(s) listed below, made and entered into this date, _____, by and between the undersigned **PURCHASER OF MUSIC** (hereinafter referred to as **PURCHASER**) and **MBE PRODUCTIONS d.b.a. BRIEFCASE BLUES®** (hereinafter referred to as **ARTIST**). **ARTIST** hereby represents that the musicians have agreed to be bound by said terms and conditions on the face hereof, and to render service under the undersigned representative of **MBE PRODUCTIONS d.b.a. BRIEFCASE BLUES®**.

1. LOCATION / VENUE:

2. ENGAGEMENT TYPE:

3. DATE OF ENGAGEMENT:

4. TIMES:

Start:

End:

Duration(s):

5. LOAD-IN TIME:

6. LOAD-IN LOCATION:

7. LOADING ASSISTANCE:

8. BACKSTAGE / REQUIRED PERMITS:

9. GUEST PASSES:

10. PRODUCTION:

11. PERFORMANCE FEE:

12. DISBURSEMENT: Payment must be made out to **MBE PRODUCTIONS d.b.a. Briefcase Blues** and disbursed **ONLY** to **J.W. Leggio** as follows:

Deposit: 50% (\$----- USD) in the form of cheque or money order, to be sent to **MBE PRODUCTIONS** upon signing of this agreement.

Balance: 50% (\$---USD) in the form of cheque or money order, to be paid to **MBE PRODUCTIONS** on day of show, prior to performance time.

13. OVERTIME: Upon specific request of **PURCHASER**, **ARTIST** will continue to perform beyond the hours specified in section 4 of this agreement at a pro-rata amount of _____ for each 30-minute increment.

14. TRANSPORTATION / LODGING: Costs of transportation and lodging will be listed on a separate **TRANSPORTATION AND LODGING RIDER** and must be signed by both parties.

Initials: **ARTIST** _____
PURCHASER _____

15. SPECIAL PROVISIONS: Food, beverages and other similar items to be provided by **PURCHASER** to **ARTIST** shall be noted on a separate agreement, referred to as a **FOOD AND BEVERAGE RIDER**, and must be signed by the same parties as this agreement.

16. CANCELLATION: Any cancellation of this agreement by **PURCHASER** shall result in forfeiture of all deposits, and will in no way relieve **PURCHASER** of the obligation to pay the full amount stated in Section 11 of this agreement. The agreement of **ARTIST** to perform is subject to proven detention by sickness, accidents, riots, strikes, Acts Of God or any other reason beyond its control; deposits paid to **ARTIST** are not refundable under such conditions. Any allegation or threat to **ARTIST** or **PURCHASER** of possible or potential infringements of trademark, theatrical rights or similar claims are hereby considered invalid and meritless and, as such, will not be deemed grounds or a defense to cancellation under this provision or agreement in general.

17. RESCHEDULING: If **PURCHASER** cancels a performance for ANY reason and a **reschedule date** is proposed, the rescheduled date must be confirmed within thirty (30) days of the original cancelled date, or **PURCHASER** shall be obliged to pay the full amount stated in Section 11 of this agreement.

18. PERSONNEL: **ARTIST** reserves the right to use substitute musicians / vocalists who may not be depicted in **ARTIST's** promotional materials, though such use of substitutes shall not affect the repertoire performed by **ARTIST**.

19. INCLEMENT WEATHER: In case of outdoor events, it is the responsibility of **PURCHASER** to have an alternate indoor venue in case of inclement weather. It is at the sole discretion of **ARTIST** not to perform in inclement weather; however, **PURCHASER** remains responsible for full payment as stated in Section 11 of this agreement in the event that **ARTIST** is precluded from performance without an indoor alternative.

20. INDEMNITY: **PURCHASER** agrees to indemnify **ARTIST** and hold **ARTIST** harmless of and from any and all claims, demands and causes of action or other liability to third parties arising from injuries to persons or property. **PURCHASER** will be responsible for any harm, loss or damage to any of **ARTIST's** person(s) or property while located at the venue specified in section 1 of this agreement.

21. ENTIRE AGREEMENT: The terms and conditions contained herein represent the entire understanding between **PURCHASER** and **ARTIST**, and supersede all words and agreements made prior to signing this document. This agreement shall not be modified without the written consent of both parties. This agreement shall be construed pursuant to the laws of the State Of Texas.

PURCHASER

Name: _____

Signature: _____

Date: _____

Address: _____

City, State: _____

Zip Code: _____

Email: _____

Phone: _____

MBE Productions d.b.a. BRIEFCASE BLUES

J. W. LEGGIO, Executive Producer

Signature: _____

Date: _____

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