

VICTORIA ZETA FIVE

PERFORMANCE CONTRACT

THIS CONTRACT is made this day of _____ by and between

Victoria & Zeta Five hereinafter called the Artist and, _____ hereinafter called the Purchaser. This Contract for Artist's personal services on this engagement described below shall consist of all provisions in this Contract, and any attachments. This Contract shall be executed by Purchaser and returned by _____. If Artist has not received the Contract as described above, the Artist shall at anytime thereafter have the option to terminate the agreement.

1. Purchaser's Contact Information:

Contact Name _____
Company Name _____
Address _____
City, State, Zip _____
Phone Day _____ Phone Night _____ Fax _____

2. Place of Engagement:

Venue Name _____
Address _____
City, State, Zip _____
(Map or directions from nearest highway exit to be furnished by Purchaser)
Phone _____ Fax _____
Box Office Phone _____ Back Stage Phone _____
Capacity _____

3. The Performance Date, Times, Length, Load In and Sound Check:

Performance Date(s)	_____	Time(s)	_____	AM/PM
Number of Sets	_____	Length	_____	Intermission Length
Load in Time	_____	Sound Check Time	_____	

Sound Check Times of Additional Acts,
if any _____

4. Type of Engagement: (specify concert, workshop, festival, opener, co-bill)

5. Compensation to Be Paid:

5.1. Fee Guarantee \$ _____

5.2. Percentage of Gross Net of Door

(Any percentage of the net will be determined by allowable expenses as indicated on the approved, attached budget.)

5.3 Additional Compensations:

5.3a Workshop, Class, Lecture Fee, etc. _____

5.3b Transportation _____

5.3c Lodging _____

5.4 Total Guarantee _____

6. Ticket Prices: \$ _____

7. Merchandising Policy of the Venue: _____ % taken by venue or _____ flat fee.

8. Additional Acts on the Bill: _____

9. Set Length _____ Start Time _____

10. Technical Requirements: Purchaser shall provide sound and/or lighting equipment as described in the attached Technical Rider. Purchaser shall provide a copy of the Technical Rider to the sound and lighting technicians no less than two (2) weeks prior to the engagement.

11.0 Cancellation:

11.1 Purchaser agrees that Artist shall have the right to cancel this engagement without liability upon written notice to Purchaser no later than 10 days prior to the date of performance in the event Artist is called upon to render their services for a radio or television appearance, motion picture, or any career advancing opportunity. Artist will attempt to reschedule the date with the Purchaser for a mutually convenient time.

11.2 Should Purchaser have cause to cancel this agreement, notice must be given to Artist in writing no later than thirty (30) days prior to this engagement. Any notice given less than thirty (30) days will require full payment by Purchaser to Artist as described in Contract paragraph 5.4 unless Artist agrees to waive any part of that payment or Purchaser and Artist agree to reschedule the engagement for another time.

12. Force Majeure: This agreement by both parties to perform their obligations herein is subject to proven detention by serious illness, accidents, or accidents to means of transportation, labor disputes or walkouts, acts of God, or any act of public authority, material breach of Contract by Purchaser, or any other condition beyond either party's control. Neither party shall be liable to fulfill the remainder of the Contract nor perform or present any "make-up" date unless expressly agreed to by both parties for a convenient future time.

13. Disputes and Attorney's Fees: Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its [applicable] rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

14. It is agreed that Artist signs this agreement as an independent contractor and not as an employee.

In witness whereof, the parties have executed this Contract on the respective dates shown by their signatures.

Purchaser/Organization's Name

Name and Title

Authorized Signature Date

Federal I.D. / Social Security #

Victoria & Zeta Five

Artist

Victoria L. Hammill

Name and Title

Authorized Signature Date

Federal I.D. / Social Security #

Please sign and return TWO (2) copies of this Contract. One copy will be returned fully executed for your files.