

CITYFOLK
Performance Agreement

Agreement made this _____ day of _____, 20__

between Jane Muldoon-Smith and Peter Smith of **CITYFOLK**
(ARTISTS)

and _____
Owner / Manager / Promoter / Sponsor – (PRODUCER)

Address / Phone / Email

1. DATE OF ENGAGEMENT: _____ TIME(s) OF PERFORMANCE: _____

2. PERFORMANCE SPACE DETAILS

Contact Name: _____ Contact Phone: _____
(if different from above)

Performance Space Address: _____

3. CONTRACT PRICE shall be _____ payable upon completion of performance. Payment should be made in the form of cash, business check, or cashiers check to Peter Smith. Admissions price (if any) will be \$_____ (Enter N/A if not applicable.)

4. CONTACT FOR FANS

Phone, email, and web address for fans to contact for more information:

Peter Smith, (919) 349-0859

Email: info@cityfolkmusic.com

Website: www.cityfolkmusic.com

5. INDEPENDENT CONTRACTOR

ARTISTS reserve the right to control the manner and details of the performance. ARTISTS execute this agreement as a self-employed group, not as employees of PRODUCER.

6. PERFORMANCE SPACE

PRODUCER agrees to furnish at his/her own expense a suitable performance space that is reasonably heated or cooled as the weather demands. The stage area should be at least 10 ft. long x 8 ft deep and, if outdoors, should provide suitable shade. See CityFolk technical rider for further details of typical stage setup.

7. PERFORMANCE EXPENSES

PRODUCER agrees to pay all expenses in connection with the performance including, but not limited to performance space rental, equipment rental, payment of technicians, advertising expenses, producer fee, ticket takers/sellers, or other miscellaneous expenses directly associated with holding the performance.

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8. SOUND REQUIREMENTS (Mark appropriate option with an "X")

____ ARTISTS shall provide their own sound system and will be responsible for it's setup and operation. A power outlet must be accessible within 20 feet of the stage to power the system.

- or -

____ PRODUCER shall provide complete sound system. PRODUCER shall provide a sound technician who will set up and operate the sound equipment for the duration of the performance and provide adequate time (see below) for a sound check.

- or -

____ If some equipment will be supplied by ARTISTS and some by PRODUCER, please specify in the Addendum located at the end of this contract.

SEE TECHNICAL RIDER FOR SOUND SYSTEM SETUP DETAILS.

PRODUCER will ensure that the ARTISTS shall have access to performance area for setup and to be able to perform a sound check at least 30-45 minutes before the performance is scheduled to begin.

9. TAPING

PRODUCER will not allow video or audio taping of performance without prior consent from ARTISTS.

10. CANCELLATION

Should PRODUCER decide to cancel said performance without cause less than two weeks in advance, PRODUCER agrees to pay ARTIST half of the agreed upon fee. Cause shall include only acts of god or other conditions beyond the PRODUCER'S control.

11. PROMOTION

If engagement is not for a private party, PRODUCER shall make a reasonable effort to promote the concert within the contemporary acoustic folk music community. ARTISTS will provide PRODUCER with a minimum of one press kit (flyers, bio etc.) to assist in the promotion.

12. CONTRACT CHANGES

Both PRODUCER and ARTISTS must mutually agree upon any changes in this agreement. Failure of PRODUCER to comply with this agreement may be construed by ARTISTS as grounds for non-performance canceling the contract (see Item 10 for cancellation policy). Any changes must be reflected in the contract and/or any additions must be documented in the contract addendum.

WE CONFIRM THAT WE HAVE READ AND APPROVE OF THE TERMS AND CONDITIONS SET FORTH IN THIS CONTRACT.

PRODUCER, print or type name

ARTISTS, print or type name

PRODUCER, signature

ARTISTS, signature

Contact Info: 1184 Saint Cloud Loop; Apex, NC 27523
(919) 349-0859 or (919) 607-0065

info@cityfolkmusic.com

www.cityfolkmusic.com

