

Bill Dilks

20 W Stephen Dr Newark DE 19713 302 252 5654

Show ID: _____

HAMMOND B3 JAZZ & SWING PERFORMANCE
MUSIC PERFORMANCE AGREEMENT

THIS CONTRACT (The "Agreement") made and entered into this ____ day of _____, _____ (the "Execution Date")

BETWEEN:

"Purchaser" of performance services

(Purchaser warrants his/her legal authority to engage Artist for Venue specified below)

"Venue"

and

William W Dilks Sr or its agent ("Artist")

The Purchaser wishes to engage the Artist subject to the terms and conditions as follows:

Business Address of the Purchaser:

Address: _____

Phone: _____

Venue:

Name: _____

Address: _____

Phone: _____

1. ARTIST FEE SCHEDULE

- a. Total performance fee: \$_____.
- b. Total travel expense: \$_____.
- c. Total lodging expense: \$_____.
- d. Rehearsal fee (if engaging local musicians): \$_____.
- e. Deposit amount (50% of 1a+1b+1c+1d) this paragraph required: \$_____.
- f. Deposit date due: _____, 20_____.
If the Purchaser fails to provide the Deposit promptly on this date, the Artist may cancel this agreement without further obligation.
- g. Overtime rate / hr. \$ _____ (if overtime is offered and accepted on day of performance)

2. PERFORMANCE INFO

a. Total Number of Performers (including Bill Dilks) _____

b. Performance dates:

Doors open time:

Date:	Set time:	Len:	Set time:	Len:
Date:	Set time:	Len:	Set time:	Len:
Date:	Set time:	Len:	Set time:	Len:
Date:	Set time:	Len:	Set time:	Len:
Date:	Set time:	Len:	Set time:	Len:
Date:	Set time:	Len:	Set time:	Len:
Date:	Set time:	Len:	Set time:	Len:
Date:	Set time:	Len:	Set time:	Len:

3. ARTIST & SHOW INFO. Artist reserves the right to place promotional & informational materials relating to the performance at each table.

4. VENUE COMPS. Each day artist and each band member will be provided a BAR drink credit of \$_____ and a food credit of \$_____. Also, Purchaser or Venue will provide a minimum _____ complimentary tickets (comps) for each performance with at minimum near-front seating.

5. PAYMENT AND COMPENSATION. Purchaser will make all payments and deposits by cash or check to William W Dilks Sr. Final payments will be made prior to the start of the performance(s), unless otherwise previously agreed to in writing by Artist and Purchaser.

6. ARTIST'S RIGHT TO TERMINATE. If Artist is entitled to deposit payment as provided above, and the deposit has not been paid within the time specified, Artist shall have the right to terminate this Agreement with notice any time beyond deposit due date without further obligation.

7. CANCELLATION. Both parties reserve the right to cancel this Agreement without obligation to the other, upon notice of at least thirty (30) days in advance of the performance date. In the event of this cancellation, all deposit payments (if any) shall be returned promptly. If Purchaser cancels the performance eight (8) to twenty-nine (29) days before the scheduled performance, Purchaser will pay Artist 50% of the guaranteed performance fee as specified in above paragraph 1a. If Purchaser cancels the performance seven (7) days or less before the scheduled performance, Purchaser will pay Artist 100% of the guaranteed performance fee as specified in above paragraph 1a. The parties agree that such payments are reasonable in light of likely harm caused by the cancellation and difficulties of proving the actual damages to the Artist.

8. FORCE MAJEURE. Neither Artist nor Purchaser shall be liable for failure to perform its obligations under this Agreement in the event that such failure is caused by or due to the acts or regulations of public authorities, labor difficulties, civil tumult, inclement weather, strike, epidemic, pandemic, interruption or delay of transportation service, acts of God, or any other legitimate cause beyond the control of Artist and Purchaser. All deposits, if any, will be returned.

9. SICKNESS AND ACCIDENTS. Artist's agreement to perform is subject to sickness or accident. In the event of such non-performance, all deposits (if any) shall be returned promptly.

10. PROMOTION AND PRODUCTION. Purchaser shall be responsible for all matters pertaining to the promotion and production of the scheduled engagement, including but not limited to venue rentals, security, equipment, and advertising.

11. Recordings. Performance recordings not permitted, unless approved by artist.

12. Dress Code. All members will be appropriately dressed, usually in black. No jeans allowed.

13. SECURITY. Purchaser shall provide adequate security so as to guarantee the safety of the audience and the Artist. Purchaser will ensure that no unauthorized persons will have access to the stage or backstage area, and the band will provide names of persons or guests authorized to be backstage. Purchaser shall be responsible for any theft or damage to the equipment of Artist that may occur during the time that the equipment is located on Purchaser's premise.

14. INDEPENDENT CONTRACTORS. Artist acknowledges that it is an independent contractor and not an employee of the Purchaser and shall be responsible for all taxes. Purchaser shall control the times and division of the performance and Artist shall control the manner, means, and details of such performance.

15. INSURANCE. Purchaser shall obtain and maintain, at its own expense, adequate personal injury and property damage liability insurance coverage and such coverage shall extend to all activities related to Artist's engagement and performance, including time of set up and take down. Except for claims arising from Artist's willful or intentional acts, Purchaser shall indemnify Artist for any third-party claims.

16. REPRESENTATIVE'S AUTHORITY TO CONTRACT. By signing this document, the representative and/or agent of the Artist hereby represent that such person is duly authorized and that the Artist agrees to be bound by the provisions of this Agreement. It is expressly understood and agreed that in acting hereunder solely in the capacity of representative or agent of Artist, said person is not a party to this contract and shall not be liable or responsible in any way for the omissions of Artist, nor for any failure by Artist to adequately perform or comply with any term or condition hereof.

17. NO PERSONAL LIABILITY OF PURCHASER'S REPRESENTATIVES OR AGENTS. Any representative of Purchaser executing this contract as Purchaser or an agent thereof shall not be held personally liable for payment of any costs or fees related to this contract.

18. MUSICIAN SUBSTITUTIONS. Artist reserves the right to substitute musicians as needed to accommodate the performance schedule. Substitute musicians will be of equal or better talent and will not alter the overall quality of the performance.

19. EQUIPMENT. All equipment provided by venue must be clean and in good working order.

20. PROTECTION FROM THE ELEMENTS. If performance is to be at an outdoor location, Purchaser guarantees the Artist and musician equipment will be protected from the elements, and to compensate Artist for such damage as caused by the elements. Artist further reserves the right to take personal action during performances to ensure the protection of artist/musician equipment and to take any and all precautions as deemed necessary by the Artist due to inclement weather. Purchaser guarantees full and entire payment to Artist should the outside performance be cancelled due to inclement weather, including any and all Artist actions taken to ensure the protection of artist/musician equipment. Artist has no obligation or responsibility to protect equipment supplied by Purchaser or contracted by Purchaser, and shall not be held liable for any such damages.

21. ASSIGNMENT, ENTIRETY OF AGREEMENT, GOVERNING, AND JURISDICTION. This Agreement cannot be assigned or transferred without the written consent of Artist. This Agreement constitutes the entire agreement between the parties. No modification shall be enforceable except in writing and signed by the parties hereto. This Agreement shall be governed by the laws of the state of Delaware. In the event any dispute arising under this Agreement results in litigation, arbitration, or mediation, such action or proceeding shall be brought within the state or federal courts of the State of Delaware.

22. SEVERABILITY. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, the parties here agree to the terms set forth above:

Purchaser Full Name _____.

Signature of Purchaser for Venue: _____.

Artist/Artist Representative _____.

Signature _____.

Address _____.