

*Don's Entertainment  
And  
Booking Agency*

PERFORMANCE CONTRACT

This agreement is for the services of music and/or entertainment described below between the undersigned Artist(s)

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(includes accompanying musicians and/or entertainers as described below, hereinafter referred to as "ARTIST").

DON'S ENTERTAINMENT AND BOOKING AGENCY, Dublin, GA, the Agent who is to provide booking services (hereinafter referred to as "AGENT"), and the VENUE providing payment (hereinafter referred to as "VENUE". (Location of Event)

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The VENUE is of the opinion that the ARTIST has the necessary qualifications, experience, and abilities to provide services in connection with the business of the VENUE. The ARTIST is agreeable to providing such services to the VENUE, on the terms and conditions as set out in the agreement.

The AGENT engages the ARTIST and ARTIST hereby agrees to perform the engagement provided with all of the terms and conditions set forth, including those listed in "Additional Terms and Conditions", effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

COMPENSATION:

A 15% deposit will be payed to the booking agency at time of booking. This amount will be non-refundable. Under no circumstances will this at any time after signing of contract be refunded from booking agency. The final amount will be paid to artist upon completion of services no later than one hour after

performance. The amount with this contract at this time will be \_\_\_\_\_, and will be paid by \_\_\_\_\_ (on site contact name), in the form of cash or check. If a cancellation occurs, that is the fault of the VENUE, for any reason (including a “rain out”) and the ARTIST has already arrived to the location, The VENUE agrees to pay the ARTIST no less than ½ of the said compensation listed above. In all other situations, no fees can be charged to the venue due to any cancellation.

If ARTIST is rebooked into this or any establishment represented by the AGENT (including chain buyers of music and/or entertainment) within 24 months from the termination of this AGREEMENT, ARTIST shall be liable for payment to AGENT for commission in the rate set forth in their agreement.

#### ADDITIONAL TERMS:

1. The term of this agreement will begin on the date of this agreement and will remain in full force and effect until completion of the services.
2. It is expressly agreed that the ARTIST is acting as an independent contractor and not as an employee in providing services. The ARTIST and the VENUE acknowledge that this agreement does not create a partnership or joint venture between them.
3. If the ARTIST is unable to perform (due to sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond his or her control), AGENT will take reasonable measures to provide a suitable alternate ARTIST.

4. Members of unions or guilds, agree to accept sole responsibility for complying with the rules and regulations of said unions or guilds of which they may be members.

5. Any amendment or modification of this agreement or additional obligation assumed by either party in connection with this agreement will only be binding if evidence in writing signed by each party or an authorized representative of each party.

6. GOVERNING LAW: This agreement shall be governed by the laws and in the courts of the State of Georgia and by the laws of the United States, excluding their conflicts of law principles. Any dispute or legal proceeding regarding the agreement shall take place in the county of Laurens in the state of Georgia.

7. When services are requested by a VENUE, The Performance Contract (2.2) will be used and attached to the ARTIST Non-Exclusive agreement (1.1) to become ARTIST CONTRACT. This original, fully signed agreement will be given to the ARTIST and a fully signed copy will be given to the VENUE and a fully signed copy will be maintained by the AGENCY.

8. See attached ARTIST Rider, if any.

9. You have been provided the ORIGINAL and a copy of this contract, both signed by the ARTIST and the AGENT, please send the ORIGINAL back in the self addressed envelope provided, to the below address, so it can be copied for the AGENCY and the ORIGINAL given back to the ARTIST.

Don's Entertainment  
And  
Booking Agency  
P. O. Box 945  
Dublin, GA 31040  
478-275-3586

