Performance Agreement

> *How to use this template: replace every [bracketed] item, delete any clause that doesn't apply, and attach your technical rider. This is general information, not legal advice. Laws differ by state and country, so have a lawyer review your standard agreement once.*

This Performance Agreement (the “Agreement”) is made on [date] between [Performer legal name or business name] (the “Performer”) and [Client legal name] (the “Client”).

1. The engagement

- Event: [event name and type], expected audience of about [number] people.
- Venue: [venue name], [full address], [room or stage].
- Date: [day, date and year]. All times are [time zone].
- Arrival: [time]. Sound check: [time]. Performance starts: [time].
- Additional appearances, if any: [meet-and-greet, photos, book signing, with times].

2. The performance

- The Performer will give [one 45-minute set / a 60-minute keynote / two 45-minute sets with a 15-minute break].
- Content: [clean / corporate-friendly / as agreed]. [Any customization the Performer has agreed to, or “The performance will not be customized.”]
- Other performers on the bill: [names and who is responsible for them, or “none”].

3. Fee and payment

- Total fee: [amount and currency].
- Deposit: [amount or percentage], due [date or “on signing”]. The date is held for the Client only once the signed Agreement and the deposit are received. The deposit is non-refundable.
- Balance: [amount], due [before the performance / on the night / within N days after the event].
- Payment method: [card payment link / bank transfer / check payable to ...].
- Late payment: [the late fee or interest you charge, if any, as allowed where you work].

4. Travel and accommodation

- Flights: [booked and paid for by the Client / the Performer], [class and baggage].
- Hotel: [number] nights, [room type], [booked and paid for by ...].
- Ground transport: [airport pickup / rental car / mileage at [rate] per mile].
- Meals or per diem: [amount or “provided by the Client”].
- Or, as a buyout: the Client pays [amount] for all travel, and the Performer arranges it.

5. Technical requirements

The Client will provide the items in the attached technical rider, including [microphone type], a sound system with someone to run it, stage lighting and a private space to prepare. Items marked “essential” in the rider are required for the performance to go ahead.

6. Cancellation

- If the Client cancels: the deposit is kept. If the Client cancels within [N] days of the event, [percentage]% of the total fee is due.
- If the Performer cancels: the Performer will refund all payments received [and/or offer a comparable replacement performer, subject to the Client’s approval].

- Events outside either party's control (for example severe weather, venue closure or a public emergency): the parties will first try to agree on a new date within [N] months. If no new date is agreed, [how payments are handled].

7. Recording, photos and promotion

- The Client [may / may not] record the performance. Any recording is for [internal use only / public use], [at no extra charge / for an additional fee of ...].
- The Client may use the Performer's name, photo and bio to promote the event.
- The Performer may use event photos and short clips in the Performer's own marketing, [with the Client's approval].

8. Merchandise

The Performer [may / may not] sell [books, albums, merchandise] at the event, at [location]. The venue's share of sales, if any: [percentage].

9. Contacts

- Client contact on the day: [name], [mobile number].
- Performer contact: [name], [mobile number], [email].

10. General terms

- The Performer is an independent contractor, not an employee of the Client.
- Changes to this Agreement must be in writing and agreed by both parties.
- This Agreement, with the attached rider, is the entire agreement between the parties.
- This Agreement is governed by the laws of [state or country].

Signatures

By signing below, both parties agree to the terms above. Signatures may be electronic.

PERFORMER	CLIENT
Signature: _____	Signature: _____
Name: [Performer legal name]	Name and title: [Signer name, title]
Date: _____	Date: _____