

TWANNA TURNER

Performance Agreement

This agreement is between (**Purchaser**) _____ and **Twanna Turner**.

Performance Address/Location: _____

Date: _____ Time: _____ (AM) (PM) to Date: _____ Time: _____ (AM) (PM)
Format: 00/00/0000 Format: 00:00 Format: 00/00/0000 Format: 00:00

Limit breaks to timeframe. (Time should include 15 minute breaks after each 45 minute set following the first hour of play time performed with options.)

Parties Agree:

- Parties have an independent contractor agreement with **Twanna Turner** , an independent contractor.
- Twanna Turner's** band needs access to premises at least 2 hours before contract time. **Twanna Turner** will provide sound system (unless provided). **Purchaser** must provide appropriate lighting and 110v outlets.
- Twanna Turner** will be paid the sum of \$ _____ **one (1) hour prior** to the performance, minus the non-refundable deposit of \$ _____ (cash or cashier's check made payable to **Twanna Melby, one (1) week prior** to performance. Arrangements will be made for deposit delivery).
- Contracted time for occasion will be *from* ____:____ a.m./p.m. *to* ____:____ a.m./p.m.
Setup time ____:____ a.m./p.m.
- Overtime will be negotiated by **Ms. Turner**.
- If the parties mutually agree to allow other performers to use **Twanna Turner 's** music equipment, the **Purchaser** _____ (initial) will be responsible for all liabilities.
- In the event Purchaser cancels the Performance prior to the scheduled date, Purchaser will pay Twanna Turner the sum of \$ _____, _____ percent of the set fee specified in paragraph 3. Payment will be made in cash or cashier's check made payable to **Twanna Melby**. Upon payment of the cancellation fee, Purchaser will have no further liability to Twanna Turner hereunder.
- Purchaser** shall indemnify and hold **Twanna Turner** nameless from any claims, lawsuits, damage, or liability whatsoever arising out of the performance, unless proximately caused by intention or gross negligence of **Twanna Turner** .
- Purchaser will not, nor will Purchaser allow others to tape, record, reproduce, or transmit in or from the premises in any manner or by any means, the Performance without the written approval of Twanna Turner.**
- This Performance Agreement and the attached rider(s), if any, set forth the entire agreement between the parties, and may not be amended except in a writing signed by both parties. This Performance Agreement will be governed by and construed in accordance with the laws of the State of _____, without regard to the principles of conflicts of law. In any action or proceeding involving a dispute between the Purchaser and the Twanna Turner arising out of this Performance Agreement, the prevailing party will be entitled to receive from the losing party reasonable attorney's fees.
- Purchaser** acknowledges that they have read, understand, and agree to be bound by all terms and conditions of this Agreement.

Date: _____

Date: _____

Twanna Turner: _____

Purchaser: _____