

## PERFORMANCE CONTRACT

THIS CONTRACT is made this day of \_\_\_\_\_ by and between The Piper Leigh & Mark Bowling Show hereinafter called the Artist and, \_\_\_\_\_ hereinafter called the Purchaser. This Contract for Artist's personal services on this engagement described below shall consist of all provisions in this Contract, and any attachments. This Contract shall be executed by Purchaser and returned by Two weeks prior to engagement. If Artist has not received the Contract as described above, the Artist shall at anytime thereafter have the option to terminate the agreement.

### 1. Purchaser's Contact Information:

Contact Name \_\_\_\_\_  
E-mail \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Day \_\_\_\_\_ Phone Night \_\_\_\_\_ Fax \_\_\_\_\_

### 2. Place of Engagement:

Venue Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
(Map or directions from nearest highway exit to be furnished by Purchaser)  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Box Office Phone \_\_\_\_\_ Back Stage Phone \_\_\_\_\_  
Capacity \_\_\_\_\_

### 3. The Performance Date, Times, Length, Load In and Sound Check:

Performance Date(s) \_\_\_\_\_ Time(s) \_\_\_\_\_ AM/PM  
Number of Sets \_\_\_\_\_ Length \_\_\_\_\_ Intermission Length \_\_\_\_\_  
Load In Time \_\_\_\_\_ Sound Check Time \_\_\_\_\_  
Sound Check Times of Additional Acts, If any \_\_\_\_\_

### 4. Type of Engagement: (specify concert, workshop, festival, opener, co-bill)

\_\_\_\_\_

### 5. Compensation To Be Paid:

5.1 Fee Guarantee \$ \_\_\_\_\_

5.2 Percentage of Gross \_\_\_\_\_ \Net \_\_\_\_\_ of Door \_\_\_\_\_

5.3 Additional Compensations:

5.3a Workshop, Class, Lecture Fee, etc. \_\_\_\_\_

5.3b Transportation \_\_\_\_\_

5.3c Lodging \_\_\_\_\_

5.4 Total Guarantee \_\_\_\_\_

6. Ticket Prices: \$ \_\_\_\_\_

7. Merchandising Policy of the Venue: \_\_\_\_\_ % taken by Venue or \_\_\_\_\_ flat fee.

8. Additional Acts on the Bill: \_\_\_\_\_

9. Set Length \_\_\_\_\_ Start Time \_\_\_\_\_

10. Technical Requirements: Purchaser shall provide sound and/or lighting equipment as described in the attached Technical Rider. Purchaser shall provide a copy of the Technical Rider to the sound and lighting technicians no less than two (2) weeks prior to the engagement.

11.0 Cancellation:

11.1 Purchaser agrees that Artist shall have the right to cancel this engagement without liability upon written notice to Purchaser no later than 14 days prior to the date of performance in the event Artist is called upon to render their services for a radio or television appearance, motion picture, or any career advancing opportunity. Artist will attempt to reschedule the date with the Purchaser for a mutually convenient time.

11.2 Should Purchaser have cause to cancel this agreement, notice must be given to Artist in Writing no later than thirty (30) days prior to this engagement. Any notice given less than thirty (30) days will require full payment by Purchaser to Artist as described in Contract paragraph 5.4 unless Artist agrees to waive any part of that payment or Purchaser and Artist agree to reschedule the engagement for another time.

12. Force Majeure: This agreement by both parties to perform their obligations herein is subject to proven detention by serious illness, accidents, or accidents to means of transportation, labor disputes or walkouts, acts of God, or any act of public authority, material breach of Contract by Purchaser, or any other condition beyond either party's control. Neither party shall be liable to fulfill the remainder of the Contract nor perform or present any "make-up" date unless expressly agreed to by both parties for a convenient future time.

13. Disputes and Attorney's Fees: Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its [applicable] rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

14. It is agreed that Artist signs this agreement as an independent contractor and not as an employee.

In witness whereof, the parties have executed this Contract on the respective dates shown by their signatures.

\_\_\_\_\_  
Purchaser/Organization's Name

\_\_\_\_\_  
Artist

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Please sign and return TWO (2) copies of this Contract. One copy will be returned fully executed for your files.



TECHNICAL RIDER

This Technical Rider is hereby attached to the Contract for the performance date of \_\_\_\_\_ between the parties named herein.

1. Purchaser: \_\_\_\_\_

2. Artist \_\_\_\_\_

3. Place of Engagement \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Venue Description (i.e., high ceilings, thrust stage, bare walls, etc.) \_\_\_\_\_

Day of Show Phone \_\_\_\_\_

4. Type of Performance (i.e., concert, workshop, festival, etc.) \_\_\_\_\_

5. Number of Sets and Length \_\_\_\_\_

6. Audience Capacity \_\_\_\_\_

7. Load-In to be determined by \_\_\_\_\_

Hall will be available for load-in and setup by technical crew at \_\_\_\_\_

And for Artist load-in at \_\_\_\_\_

8. Sound Check

Hall will be available for Artist sound check \_\_\_\_\_ (date) \_\_\_\_\_ (time). All sound reinforcement systems shall be in place, in good working order with room EQ'd, prior to Artist's arrival for sound check. Artist requires a one hour setup and sound check 45 minutes prior to performance time provided that all equipment is in good working order and hall was accessible at the times indicated above. Purchaser shall not permit the doors to open to audience until all technical and sound checks have been completed to Artist's satisfaction. Purchaser, technical crew and Artist agree to make every effort to start the performance on time.

9. Sound Reinforcement System

Purchaser agrees to provide a professional sound system in good to excellent working condition appropriately sized to cover the entire room or area. The system shall minimally include of the following:

5 input channels (for duo), 7 input channels (for trio)  
Phantom power  
4-Band EQ on each channel  
Digital Reverb  
House Speakers  
Should adequately provide sound coverage for venue

**House Mix Position**

Unacceptable Mix positions: behind walls, under balconies, in balcony

Must have at least 1 working monitor with working EQ, reverb and separate mixes possible for each monitor – if 2 are available.

**On Stage Equipment (for duo configuration)**

2 dynamic Vocal Microphones.  
2 boom stands  
3 D.I. Boxes

**On Stage Equipment (for trio configuration)**

3 dynamic Vocal Microphones.  
3 boom stands  
4 D.I. Boxes

All technical questions regarding equipment and Artist's requirements must be directed to (Name) Piper Leigh,  
(Phone) 316-371-8049.

**10. Personnel**

Purchaser agrees to provide a professional sound engineer trained to set up and run the technical equipment specified in the Technical Rider. If technical personnel are provided other than from a professional sound company, Artist must be notified. The name and contact numbers are:

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**11.** Stage Plot

Artist will provide Purchaser with the following when the completed contract is returned or during sound check:

- A current stage plot and line input chart

**12.** Lighting

Purchaser shall provide a professional lighting system with adequate personnel to operate it.

Acceptable Flesh Tone Gels:           pale lavender, pale pinks and light reds

Acceptable Mood Gels:               reds, blues, purples, ambers

Artist shall instruct operator regarding specific light cues or mood changes during sound check. Unless otherwise instructed, lighting and color changes should be kept to a minimum and compliment the performance.

**13.** Purchaser is responsible for providing copies of this Technical Rider to the appropriate personnel not less than two (2) weeks prior to the engagement.

_____		_____	
Purchaser's Name and Title		Artist's Name and Title	
_____		_____	
Authorized Signature	Date	Authorized Signature	Date