

**Wheelhouse Simple Fee Performance Contract
Appearance Agreement**
(Example)

THIS AGREEMENT is made on this _____ day of _____ 2010, between The Wheelhouse Band (hereinafter called "WHEELHOUSE") and the "BUYER" identified below (collectively the "Parties"):

Name: _____

Organization: _____

Address: _____

Phone: _____

IN CONSIDERATION of the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the BUYER hereby engages WHEELHOUSE to provide a Performance upon the following terms:

1) **PLACE OF PERFORMANCE:** _____

ADDRESS: _____

2) **DATE OF PERFORMANCE:** _____

3) **TIME OF PERFORMANCE:** _____ am/pm until _____ am/pm.

4) **MEMBERS OF WHEELHOUSE:** Les Beshears, Rick Fiore, Bill Swanson, Steve Giffen, Thomas Weil

5) **PERFORMANCE CONTENT:** WHEELHOUSE and all of the above-identified Members shall perform a performance of the type generally designated as music at the date, time and place listed above. The Performance shall last at least _____ hours, including set breaks listed below.

6) **BREAKS:** Wheelhouse shall have ___ breaks, averaging 15 minutes each.

7) **PERFORMANCE FEE:** BUYER shall pay WHEELHOUSE a Performance Fee of _____ as follows:

- Upon execution of this Agreement, BUYER shall pay to WHEELHOUSE a Deposit of _____.
- Following the Performance, BUYER shall pay to WHEELHOUSE the Balance of _____.
- Payment shall be in the form of _____ and be paid to _____.

8) **PROMOTION:** BUYER shall be responsible for promotion of the Performance. WHEELHOUSE shall provide BUYER with a press kit and camera-ready copies of WHEELHOUSE promotional materials; however,

WHEELHOUSE shall remain the sole owner of these items. Logos, photos, biographical materials are not to be manipulated, exploited, or used without permission. WHEELHOUSE retains the right to reject photographs and biographical materials on reasonable grounds

9) **SOUND AND SET-UP:** At least ____ hours prior to the Time of Performance, the BUYER shall provide WHEELHOUSE and their designated representatives sufficient access to the Place of Performance for set-up and sound check. WHEELHOUSE shall designate an individual to oversee sound modifications before and during the Performance.

10) **SECURITY & PARKING:** BUYER shall take reasonable precautions for the safety of WHEELHOUSE and WHEELHOUSE's equipment before, during, and after the performance. Safe parking for all performers will be arranged at no additional cost.

11) **TERMINATION:** Either Party may refuse or terminate the Performance due to violation of any law or regulation by the other Party, or any situation that the Party reasonably believes may be hazardous to any person or property.

12) **INSURANCE:** BUYER warrants and represents that it has, or shall obtain, sufficient personal injury and property damage liability insurance with respect to the activities of WHEELHOUSE at the Place of Performance.

13) **ACCOMMODATIONS:** BUYER shall provide each member of WHEELHOUSE with:

- Reasonable amounts of free water and soda during the Performance.
- ____ Tickets to the Performance (if any).
- ____ Free meals on the Date of the Performance (if any).
- Lodging _____ (if necessary)
- Transportation _____ (if necessary)

14) **CANCELLATION:** If BUYER provides written notice of cancellation of this Agreement to the WHEELHOUSE Member Contact at the address listed above, by the following dates, the Parties shall promptly take the following actions:

<u>Date BUYER provides written notice of cancellation.</u>	<u>Action required</u>
<ul style="list-style-type: none">• At least ____ days before the Date of Performance.	WHEELHOUSE promptly returns the entirety of the Deposit to BUYER.
<ul style="list-style-type: none">• Less than ____ days, but still before the Date of Performance	WHEELHOUSE retains the Deposit and is not further obligated to BUYER.
<ul style="list-style-type: none">• The Date of Performance	BUYER promptly pays WHEELHOUSE full balance of Performance Fee.

The obligation of the Parties shall be excused by detention of key personnel by sickness, accident, riot, strike, epidemic, act of God, Force Majeure or any other legitimate condition beyond the control of the obliged Party. If such circumstances arise in the case of WHEELHOUSE, WHEELHOUSE shall, at its discretion, obtain replacement personnel, or shall refund the Deposit to the BUYER. If such circumstances arise in the case of BUYER, BUYER shall, at its discretion, obtain a reasonably similar replacement venue available on the Date of Performance, or shall comply with the notice of cancellation provisions described herein. Neither Party shall be liable for indirect, special or consequential damages arising from any breach of this Agreement.

15) **MERCHANDISE:** WHEELHOUSE shall, at its option, sell CD's and other promotional material on the premises during the Performance, retaining all proceeds associated therewith.

16) **GENERAL:** This Agreement will be governed by, and construed in accordance with the laws of the State of California, without giving effect to the principles of its conflict of law provisions. In the event that any provision of this Agreement is declared invalid or void by statute or judicial decision, such action shall not invalidate the entire Agreement. It is the express intention of the Parties that all other provisions not declared invalid or void shall remain in full force and effect. The failure by either Party to act with respect to a breach by the other shall not constitute a waiver of the right to act with respect to subsequent or similar breaches. This Agreement constitutes the entire Agreement between the Parties.

17) **ADDITIONAL PROVISIONS:** (If any) The Parties agree to the following additional terms:

I have read and agree to all terms as written in this Agreement.

BUYER

WHEELHOUSE

By:

By:

Signature:

Signature:

Date:

Date: