

The Ragbirds Performance Contract

Appearance Agreement

THIS AGREEMENT is entered into this ___ day of _____ 200___, by and between the Performance Group (“PG”) and Buyer identified below (collectively, the “Parties”).

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 PG to provide a Performance upon the following terms:

1) Performance Group.

The Ragbirds

2) Performance Group Contact/Authorized Agent.

Randall Moore (734)507-1649 _____

3) Buyer Name and Address. _____

4) Place of Performance. _____

5) Date of Performance. _____

6) Time of Performance. _____ a.m./p.m. until _____ a.m./p.m.

7) **Breaks.** PG shall have ___ breaks, averaging _____ each.

8) **Performance Fee.** Buyer shall pay a Performance Fee of _____, paid as follows:

A. A Deposit of _____ upon execution of this Agreement.

B. The Balance of _____ immediately following to the Performance.

9) **Promotion.** Buyer shall be responsible for all promotion of the Performance. PG will also engage in necessary promotion, including online/local & other forms.

10) **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 PG at the Place of Performance.

11) **Accommodations.** Buyer shall provide each member of PG with:

· Reasonable amounts of free water and other beverages during the Performance.

· _____ Tickets to the Performance.

· _____ Free meals on the Date of the Performance.

· Lodging _____.

· Transportation _____.

12) **Cancellation.** If Buyer cancels the Performance less than 2 weeks before the Date of Performance, Buyer shall forfeit the Deposit to PG, as liquidated damages. In addition, if Buyer cancels the Performance less than 1 weeks before the Date of Performance, Buyer shall pay PG, by the Performance Date, the above-identified Balance, as liquidated damages. The obligation of PG to perform shall be excused by detention of personnel by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond the control of PG.

13) **Merchandise.** PG shall, at its option, sell promotional material at the Performance, retaining all proceeds associated therewith.

14) **General.** This Agreement will be governed and construed in accordance with the laws of the State of Michigan. This Agreement constitutes the entire Agreement between the Parties.

15) **Additional Provisions.** The Parties agree to the following additional terms:

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

Buyer

By _____

Date _____

Performance Group

By _____

Date _____