**AGREEMENT,** This **DAY** of **MONTH**, 2017 between **YOUR NAME/COMPANY** (hereafter referred to as **Contractors**) and **XXXXXX** (hereafter referred to as **Company**):

1. Contractors agree to provide the following entertainment services on **DATE at PLACE + ADDRESS.**

Services:

* + **Specific List of Services**

1. Contractors recognizes this agreement as a firm and binding commitment to assure complete performance of the above services and agree to release Company from all obligations in the event Contractors are unable to perform the above-named services
2. Company agrees to pay Contractors **$XXX.00** (cash/check/direct deposit) payable on **(SPECIFIC DATE/COMPLETION OF SERVICES OR 50% DEPOSIT AND COMPLETION)**. **Company also agrees to provide publicity, food, lodging, security, transportation, and/or amenities as per attached rider.** Company further agrees that this is a firm and binding commitment, and that in the event of cancellation other than that due to natural disaster, civil unrest, or Act of God, Company is not released from the obligation of full and complete payment of the agreed-upon fee. **Please make check payable to XXXXXXXXXXX.**
3. Company agrees that Contractors may “pass the hat” for audience donations following each show.
4. Contractors hereby give license for the use of photographs, recordings, film etc. of themselves and their services for promotion of the event and/or Contractors’ services to the Company, provided said use does not subjugate Contractors’ right and title to character and material. Contractors must be provided with copies of said media.
5. Contractors agree not to be under the influence of alcohol or any non-prescription drug during the term of this agreement, and agree that such conduct is grounds for immediate termination of this agreement.
6. **Contractors agree to release Company and its representatives from liability for any damages to the Contractors and their agents or assigns or the persons or property thereof, including but not limited to bodily injury, death or property damage, during the term of this agreement, unless such is caused willfully or by the negligence, gross negligence, or wanton conduct of Company, or its agents, representatives, or employees.**
7. **Company understands that the show incorporates elements of danger that may include FIRE, BULLWHIP, AERIAL SKILLS and ACROBATICS. Company agrees to provide a safe and secure environment for Contractors’ performances and services and hereby agrees to hold contractors harmless from any liability or damages that are not the result of gross negligence on the part of Contractors.**
8. **Contractors agree to provide Certificate of Named Additional Insured, naming** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**.**
9. **Company recognizes that Contractors’ services as listed above may include interaction with and/or participants from the audience. Company agrees to release Contractors and their agents and assistants from liability for any and all bodily injury or property damage occurring to or caused by an audience member while participating in the entertainment services of the Contractors. Contractors reserve the right to limit or restrict audience participation or participants to ensure audience or Contractors’ safety.**
10. Contractors agree that they are independent contractors, and that all applicable taxes are jointly and severally Contractors’ responsibility.
11. In the event action is taken to enforce the provisions of this agreement, the prevailing party shall be entitled to recover any and all reasonable attorney’s fees, costs, and other expenses incurred in the enforcement of the terms of this agreement. No waiver of any breach of this agreement shall be construed as a continuing waiver or consent to any subsequent breach thereof.

Signed, this **\_\_\_\_\_\_\_\_** day of \_\_\_\_\_\_\_\_\_\_\_\_**, 2017**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature\_\_\_\_\_\_\_\_\_\_\_\_

(Type your Name Here) Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signer, Company

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title Phone

**\*See Technical Rider Below**

**ONSITE CONTACT INFORMATION**

**XXXXXXXX-Name of who will be in charge on Gig site and PHONE NUMBER**

**VENUE NAME & ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

VENUE MAIN/OFFICE PHONE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Your onsite technician’s Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Entertainment coordinator’s Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Anyone else whose contact information we should have?\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**TECHNICAL SPECIFICATIONS**

Please advise us if we will be rigging from your truss, points, or beams; otherwise, see the following rig details:

Our rig is a portable **XXXXXXXXX-List Rig Specifications if you are using one.**

PLEASE DESCRIBE STAGING AREA OR ATTACH PHOTO\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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We will be arriving and unloading at least \_\_\_\_\_timeframe\_\_\_\_\_\_\_\_\_ prior to the first show. Depending on stage location/security, we may be striking the rig following our last show each day and resetting the next day.

**\*\*\*Add/Remove\*\*\***We must be able to drive a vehicle onsite prior to opening to load-in, and drive onsite for load-out at the conclusion of the event. If we cannot drive onsite, we will need assistance from two people who are comfortable with lifting 50 pounds.

PLEASE DESCRIBE NEAREST LOADING POINT\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SOUND**

**\*\*\*Describe your sound equipment if you have it, and will provide for GIGS.**

ARE WE USING YOUR SOUND SYSTEM? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AMENITIES**

Please note that we understand that not all venues are able to provide all the items on this list. We are happy to discuss any elements you feel you cannot provide – we want to work with you! We request the venue provide the following upon arrival:

**\*\*\*ADD/REMOVE THINGS IN THE TECH RIDER FOR EACH GIG**

LODGING – DATES \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

-2 double occupancy, two-bed, non smoking rooms located on the same hallway.

-Hotel as close to venue as practical.

-Wireless or high-speed internet access in rooms – if there is an additional charge for internet, please arrange with the hotel in advance so that it’s covered when we get there.

-If hotel includes breakfast, that’s a great bonus!

FOOD

Healthy, well-balanced lunch daily, we’re happy to plug the lunch sponsor in our show.

We travel with vegetarians who do not eat meat, fish or chicken – dairy and eggs OK. We will give you a count on vegetarians and total meals one week prior to your event.

In Dressing Room:

Specific Food Items

Hot water or electric kettle

Lots of bottled water

2 rolls of paper towels, real or plastic knives and spoons

SECURITY

Adequate security for the performance area, once our equipment has been pre-set. We try to keep at least one performer in the area at all times, but this is not always practical.

DRESSING ROOM

-Windowless or with curtains (we will be changing clothes repeatedly)

**-Clean,** carpeted floor with adequate space for multiple performers to stretch

-Heated to at least 70F – please advise us if it is necessary to bring a space heater.

-Sign on door: “Dressing Room, Please, Knock”

-Located very near a clean bathroom.

-At least 2 sets of electrical outlets

-A large table and at least five chairs

-Empty, clean trash can

-Full length mirror

PUBLICITY

-Please list in programs or introduce us as **“NAME/DUO/COMPANY”** PLEASE NOTE CORRECT SPELLING. If a description is needed, please request and we will provide copy of appropriate length.

**XXXXXXX** must be mentioned in all print ads and flyers prior to the event in a type-size and manner that indicates we are a featured act. **XXXXXXXXX**  are to be mentioned in all radio and television advertising promoting the event.

-**XXXXXXXXXX** will be happy to provide advertising text and photos appropriate to the event and venue.

-We are always happy to be photographed and videotaped for promotional purposes only while at your event. If photographs, videos, or recordings are made of the performance(s), **XXXXXXXXXX** must be provided with copies for our archives.

TRANSPORTATION

-Our travel is included in our fee.

-Onsite parking for one vehicle (midsize car).

***Thank you – we’re looking forward to working with you!***