

Paul Draper Performance Agreement

THIS AGREEMENT is entered into this ____ day of _____ 20____, by and between the Performer "Paul Draper" and Buyer _____. 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 Paul Draper to provide a Performance upon the following terms:

Paul Draper
(801) 541-2976
paul@pauldraper.com
4830 So Viewmont St.
SLC, Utah. 84117

Buyer: _____
Contact Person: _____
Phone: _____
Email: _____
Address: _____

1) **Place of Performance.** _____

2) **Date of Performance.** _____

3) **Time of Performance.** _____

4) **Performance Content.** Paul Draper shall provide a performance of the type generally designated as _____ at the date, time and place listed above. The performance shall last at least _____ minutes.

5) **Permits.** Buyer warrants and represents that it has obtained all approvals, permits, licenses, insurances, and/or variances necessary for the performance.

6) **Performance Fee.** It is understood that the Performer is engaged as an independent contractor, responsible to pay all workers compensation, taxes, and the like in connection with this receipts for this engagement. Buyer shall in no event be deemed employer, nor Performer an employee of the Buyer in connection with this engagement. Buyer shall pay Paul Draper a Performance Fee of \$_____ as follows:

- Upon execution of this Agreement, Buyer shall pay to Paul Draper a Deposit of \$_____.
- The day of the Performance, before the start of performance, Buyer shall pay to Paul Draper the Balance of \$_____.
- Payment shall be in the form of cash or check and be paid to Paul Draper.

7) **Promotion.** Buyer shall be responsible for promotion of the performance. The performer shall provide Buyer with promotional material upon the request of the Buyer. Only material approved by Paul Draper may be used for promotional purposes.

8) **Technical.** All technical requirements are included within the attached Rider and are to be fulfilled by the parties defined within the Rider. With a minimum technical requirement of:
Sound: _____

Lighting: _____

Stage: _____

9) **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.

10) **Cancellation.** If Buyer provides written notice of cancellation of this Agreement to the Performer at the address listed above, by the following dates, the Parties shall promptly take the following actions:

Date Buyer provides written notice of cancellation.	Action required
· At least 90 days before the Date of Performance.	Performer promptly returns the entirety of the Deposit to Buyer.
· 89 - 15 days before the Date of Performance	Performer retains the Deposit and is not further obligated to Buyer.
· 14 day before The Date of Performance or less	Buyer promptly pays Performer 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, or any other legitimate condition beyond the control of the obliged Party. If such circumstances arise in the case of the Performer, the Performer 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.

11) **General.** This Agreement will be governed by, and construed in accordance with the laws of the United States of America and, the State of _____, without giving effect to the principles of its conflict of law provisions. The Parties to this Agreement agree and consent to the jurisdiction of and venue in the state or federal courts in _____ County, _____ in all disputes arising out of or relating to this Agreement. 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.

12) **Additional Provisions.** The Parties agree to the following additional Terms:

Additional requirements are included within the attached Rider and are to be fulfilled by the parties defined within the Rider.

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

Buyer

Sign_____ Print_____ Date_____/_____/_____

Performer

Sign_____ Print_____ Date_____/_____/_____