

ERICK HOVEY BAND

Performance Confirmation and Agreement

Agreement made as of _____, 20____, between the parties identified below. In consideration for the following covenants, conditions, and promises, the Purchaser agrees to hire the Artist to perform an engagement and the Artist agrees to provide such performance services, under the following terms and conditions:

1. Artist: Erick Hovey Band
 2. Purchaser: _____
 3. Venue: _____
 4. Venue Contact: _____
 5. Type of engagement: Erick Hovey Band Live
 6. Date of performance: _____
 7. Duration of performance: _____
 8. Payment of \$ _____ or ____% of the total, gross receipts at \$ _____ per person.
- Payment shall be made by Cash or Company Check made out to: _____

Purchaser agrees to have the agreed upon amount ready for payment immediately following the performance.

9. Additional stipulations by either Artist or Purchaser: _____

- A. Artist shall have option to sell CDs or other merchandising material at the performance and shall retain the proceeds of such sales.
- B. Artist must have access to the site of the performance two hours before and one hour after the starting and finishing times listed on the contract.
- C. Artist may cancel this performance only under such conditions as illness, accidents, strikes, riots, inclement weather, acts of God, or other conditions beyond the Artist's control.
- D. In the event Purchaser cancels the performance for any reason less than four (4) weeks before the date of the performance, Purchaser will pay Artist, as liquidated damages, one-half (1/2) of the guaranteed fee agreed upon for such performance in section 8 of this contract. In the event the Purchaser cancels the performance for any reason less than two (2) weeks before the date of such performance, Purchaser will pay Artist, as liquidated damages, the full guaranteed fee to be paid for such performance, unless Artist subsequently agrees in writing to waive all or any part of that payment.
- E. In the event of any dispute arising under this agreement that results in litigation or arbitration, the prevailing party shall be paid its reasonable attorney's fees and costs by the losing party.
- F. Purchaser agrees to obtain any and all necessary personal injury and property damage liability insurance with respect to the activities of Artist on the premises of Purchaser or at such other location where Purchaser directs Artists to perform. Purchaser agrees to indemnify and hold Artist harmless from any and all claims, liabilities, damages, and expenses for injury, damages, or death to any person, persons, or property, including attorney's fees, demands, suits, or costs of whatever nature, arising from any action, activity, or omission of Purchaser or third parties, except for claims arising from Artists willful misconduct or gross negligence.

G. Purchaser agrees to sign and return this agreement within seven (7) days of the time it is received. Failure to do so results in not having the date guaranteed. However, in the event the Purchaser decides not to go through with this agreement, simply not sending the contract is insufficient. Purchaser must contact Artist verbally or in writing.

H. This agreement and any attached agreements, which by this reference are incorporated into and made a part of this agreement, constitute the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written. There are no warranties, representations, and/or agreements among the parties in connection with the subject matter of this agreement, except as specifically set forth and referenced in this agreement and all attached riders. This agreement shall be governed by Iowa law; is binding and valid only when signed by the parties below; and may be modified only in writing signed by both parties.

I. The persons signing this agreement on behalf of Artist and Purchaser each have the authority to bind their respective principals.

J. Please send signed agreement and direct any correspondence to: _____

Purchaser's Signature: _____

Date of Signature: _____

Artist's Signature: _____

Date of Signature: _____