

The Rolling Sixes U.S.A.



1. PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT is made and entered into as of _____, 20____,
by and between _____, whose business address is _____
_____ (“Purchaser”) and the musical group THE ROLLING SIXES U.S.A. (“Musicians”)

In consideration of the mutual covenants herein contained and, intending to be legally bound hereby, the Purchaser and Musicians agree as follows:

ENGAGEMENT

The Purchaser hereby engages Musicians to render a musical performance (the “Performance”), and Musicians hereby agree to render such Performance under the terms and conditions specified herein.

2. LOCATION OF PERFORMANCE

The Performance will take place at the following location:

NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

The venue must be available for load in at least six (6) hours minimum prior to show start. MUSICIAN will sound check a minimum of one (1) hour before doors open. No one is to be admitted other than security and house employees. If time permits, opening acts will be allowed to sound check after MUSICIANS have left the stage.

3. DATE AND TIME OF PERFORMANCE

The date of the performance is _____, 20____. The venue will be available for set-up on (date) _____ at (time) _____. The Musicians will play _____ set(s) as follows:

- 1. Start Time _____ End Time _____
- 2. Start Time _____ End Time _____
- 3. Start Time _____ End Time _____

4. PAYMENT

In full consideration for all services rendered by Musicians at the Performance, Purchaser agrees to make the following payment in U.S. funds to Musicians:

(Select one as agreed upon by both parties)

_____ SET FEE

A set fee of _____ Dollars (\$_____)

_____ SET FEE PLUS PERCENTAGE OF TICKET SALES

A fee of _____ Dollars (\$_____), plus an amount equal to _____ percent (____%) of the (Select One) _____ gross _____ net ticket sales.

(a) DEPOSIT (optional)

Purchaser will pay twenty percent (20%) of the payment to Musicians as a deposit two (2) weeks prior to the Performance. If the Purchaser does not pay Musicians the deposit, Musicians will have the option of cancelling this Performance Agreement with no further liability hereunder to the Purchaser.

PAYMENT OF BALANCE

After the last set on the date of the Performance, Purchaser will pay Musicians the remaining balance of the payment in cash.

5. MERCHANDISE

At Musicians' option, Musicians may offer CDs, Tapes, and other items for sale at the Performance. Musicians will retain all proceeds from such sales. To facilitate Musicians' merchandising, Purchaser will provide a table and chair set up in an easily accessible and visible area in the venue.

6. CANCELLATION

In the event Purchaser cancels the Performance less than two (2) weeks prior to the scheduled date, Purchaser will pay Musicians a sum equal to Twenty percent (20%) of the set fee specified in Section 4. Upon payment on the cancellation fee, Purchaser will have no further liability to Musician.

7. NO TAPING OF PERFORMANCE

Purchaser will not, nor will Purchaser allow others to tape, record, reproduce or transmit in or from the premises in any manner or by any means, the Performance without the written approval of the Musicians.

8. SOUND AND LIGHTING (optional)

Purchaser will provide sound and lighting equipment for the Musicians' Performance, as specified, at no cost to Musicians and with no deductions from funds for services rendered. The Musicians retain the right to hire sound and lighting company of their choice for this Performance under the guidelines of this agreement, and at the expense of the Purchaser, not to exceed _____ Dollars (\$_____).

9. MISCELLANEOUS

This Performance Agreement and the attached rider(s), if any, set forth the entire agreement between the parties, no substitutions or deletions without prior verbal consent to Booking Agent, and may not be amended except in writing signed by both parties. This Performance Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to the principles of conflicts of law. In any action or proceeding involving a dispute between the Purchaser and the Musicians arising out of this Performance Agreement, the prevailing party will be entitled to receive from the losing party reasonable attorney's fees.

Musicians and Purchaser have each caused this Performance Agreement to be signed by its duly authorized representative.

Purchaser

Musician

(Signature)

(Signature)

(Print Name)

(Print Name)

RIDER AGREEMENT

BUY OUT

If food and beverages are provided, a buy out will be waived in lieu of hospitality. One (1) buy out fees per band member in place of hot meal or catering.

DRESSING ROOM

- Radio with Aux Port
- Ten (10) Clean, White Towels
- Tub w/ Ice
- Cups
- Drinking Water (24 Bottles)
- Coca Cola (not Pepsi) (12 pack)
- Two (2) 24 Packs of Cold Beer

LODGING

For shows requiring travel of at least three (3) hours, lodging will need to be available for the band. Two (2) rooms for the band, one (1) room for road crew.

GUEST LIST

Guest list not to exceed fifteen (15) individuals. Road crew and merchandise person not included in this list.