

Caravan Gypsy Swing Ensemble

Performance Contract

1. **Agreement** is made on ____/____/____ between _____
(herein referred to as "The Presenter") and Chris Ruppenthal (herein referred to as "The Provider") who functions as leader and supervisor of Caravan Gypsy Swing Ensemble.
(herein referred to as "The Artists")

2. **Performance Date(s)** _____

3. **Performance Location (name and address)** _____

4. **Performance Start Time** ____:____ **Performance End Time** ____:_____

5. **Performance Payment Stipulations:** All payments MUST be made payable to "Caravan." Preferable payment options include Cashier's Check, Money Order, or Cash.

A. I. Contracted Price \$ _____ is to be paid to The Provider for each Performance Date(s).

II. Deposit \$ _____ 25% of the Contracted Price is to be sent to The Provider with a signed copy of this Performance Contract.

III. Balance Due \$ _____ The Contracted Price less the Deposit is to be paid to The Provider NO later than immediately following the Performance End Time. In the event the Balance Due cannot be paid on The Performance Date(s), or the payment is returned due to insufficient funds, The Presenter agrees to pay the Balance Due PLUS 25% within two(2) weeks of the Performance Date(s).

B. Ticket Sales _____% of the \$ _____ ticket price is to be paid to The Provider for each ticket sold for each Performance Date(s).

6A. Cancellation: If cancellation of any Performance Date(s) happens due to sickness, accident, riot, strike, fire, epidemic, "Acts of God," or other legitimate conditions beyond control, as agreed to by The Provider and The Presenter, the Deposit will be returned within five(5) weeks of said agreement to The Presenter, and this Performance Contract is to be considered void. **Ia.** In the event that The Presenter chooses to cancel any Performance Date(s) MORE than five (5) weeks prior to said Performance Date(s), The Provider will retain the Deposit as liquidated damages, and the Balance Due will be

waived. **Ib.** In the event that The Presenter chooses to cancel any Performance Date(s) WITHIN five (5) weeks of said Performance Date(s), The Provider will retain the Deposit, and The Presenter will pay The Provider, as liquidated damages, one-half of the Contracted Price less the Deposit. **Ic.** In the event that The Presenter chooses to cancel any Performance Date(s) WITHIN two (2) weeks of said Performance Date(s), The Provider will retain the Deposit, and The Presenter will pay The Provider, as liquidated damages, the full Balance Due. **II.** In the event that The Provider chooses to cancel any Performance Date(s) the Balance Due will be waived, and the Deposit will be refunded to The Presenter within five (5) weeks of notification.

6B. Rescheduling: **Ia.** In the event that The Presenter must reschedule any Performance Date(s) MORE than five (5) weeks prior to said Performance Date(s) the Deposit will be credited to the future Performance Date(s). **Ib.** In the event that The Presenter must reschedule any Performance Date(s) WITHIN five (5) weeks of said Performance Date(s) The Provider will retain The Deposit as liquidated damages, and The Presenter must pay the entire Contracted Price for the new Performance Date(s). **II.** In the event The Provider must reschedule any Performance Date(s) the deposit will be credited to the future Performance date(s).

7. The Provider executes this Performance Contract as an independent contractor, and not as an employee of The Presenter. The Provider will have complete direction and control over the services of The Artists. The Provider reserves the right to control the manner, means, and details of the performance and direct it to fulfill the requirements of The Presenter.

8. The Artists are to be identified as "Caravan Gypsy Swing Ensemble" in all print material, Internet postings, and verbal announcements pertaining to the performance.

9. The Presenter must request permission to photograph or record the performance prior to the Performance Start Time. The Provider reserves the right to approve these media prior to reproduction or transmission.

10. The Presenter must provide The Artists with an easily accessible, obstruction free equipment loading zone. It will be within the shortest possible distance to the Performance Location, and available a minimum of two (2) hours in advance of the Performance Start Time.

11. A safe and secure parking option will be made available to all The Artists with automobiles within as close proximity to the Performance Location as possible.

12. Because of the physical and mental nature of the performance of music, The Provider reserves the right to limit set lengths, and schedule appropriate breaks.

13. The Artists will wear apparel appropriate for the function as agreed to by The Provider and The Presenter.

14. The Provider shall retain 100% of the proceeds from all merchandise sold at the performance when he is solely responsible for its sale.

15. If the Performance Location is outdoors The Presenter will provide the following: adequate shelter from sun and rain, electric (non gas generator) power for amplification, suitable lighting for the time of day, stable nonconductive staging or footing, and plenty of cool water. The Presenter will assume the cost of any repair or replacement of The Provider's equipment if the lack of any of the prior stipulations results in damage.

16. Other Stipulation _____

_____ The Provider initials as OK _____

17. Other Stipulation _____

_____ The Provider initials as OK _____

CONTRACT SIGNATURE SECTION

The Performance Date is considered scheduled and reserved for The Presenter **ONLY** after the Deposit funds have cleared, and this Performance Contract is completed, signed, and returned to The Provider. In the event any disputes arises under this Performance Contract that result in litigation or arbitration, the prevailing party shall be paid its reasonable attorney's fees and costs by the losing party.

If all parts of this Performance Contract have been read, understood and agreed upon by the The Presenter and The Provider please sign below.

(The Presenter)

Name (printed) _____

Representing _____

Address _____

City/State/Zip _____

Phone Number (_____) _____ - _____

Email _____

(The Provider)

Christopher J. Ruppenthal

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