

THE ILL FUNK ENSEMBLE

PERFORMANCE AGREEMENT

THIS CONTRACT (the "Agreement") made and entered into this _____ day of _____, 20____
(the "Execution Date"), [day] [month]

BETWEEN:

[the "Customer"]

-AND-

THE ILL FUNK ENSEMBLE
[the "Performer"]

BACKGROUND:

- A. The Performer is a professional entertainment group known as **The Ill Funk Ensemble** or **Ill Funk**.
- B. The Customer wishes to engage the Performer and is willing to undertake to do so, subject to the terms and conditions as follows:

IN CONSIDERATION OF and as a condition of the Customer hiring the Performer and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement agree as follows:

Business Address of the Performer

- A. Any payments by check or money order should be made out to Robert J. FitzGerald. The business address is as follows:

17 Maplecrest Drive, Ravena, New York 12143
(518) 573-0155

Business Address of the Customer

- B. The Customer's business address is as follows:

Address: _____

Telephone: _____

Venue

- C. The place of performance (the "Venue") is located at:

Name: _____

Address: _____

Telephone: _____

Performance

- D. The entertainment to be provided by the Performer is described as both live musical entertainment and DJ entertainment during preset set break times.

Date and Time of Performance

E. The date of the Performance is _____. The Venue will be available for set-up and sound check on given date at _____. The Performer will play three (3) sets on this date as follows: [time]

Set	Start Time	End Time
Set 1		
Set 2		
Set 3		

Payment

F. In full consideration for all services rendered by the Performer at the Performance, the Customer agrees to pay the Performer a fixed fee of \$_____ USD (the "Fee")

Deposit

G. The Customer will pay to the performer 20% of the total payment in the form of a deposit (the "Deposit") upon the completion of this Agreement. The total Deposit for this performance is \$_____ USD

Overtime Rate

H. If and when agreeable to the Customer and the Performer, the time of the Performance may be extended at the hourly overtime rate of \$400.00 USD.

Performer Expenses

I. Please check any expenses that have been negotiated at the time of booking:

- 1. The Customer will provide at its sole cost and expense free meals for each day of the Performance.
- 2. The Customer will provide at its sole cost and expense hotel accommodations for the Performer for the duration of the Performance.
- 3. The Customer will provide at its sole cost and expense airline tickets for the Performer to and from the Venue.
- 4. The Customer will provide at its sole cost and expense ground transportation for the Performer to and from the Venue.

Payment of Balance

J. Promptly after the last set on the final date of the Performance, the Customer will pay to the Performer any outstanding balance of the Fee in cash, money order, or certified check.

Cancellation

K. The Performer reserves the right to cancel this Agreement without obligation upon written notice to the Customer no later than six (6) months before the performance. In the event the Performer cancels the Performance under the terms of this section, the Deposit will be returned to the Customer promptly.

L. The Customer reserves the right to cancel this Agreement without obligation upon written notice to the Performer no later than six (6) months before the performance. In the event of said cancellation, the Deposit will be returned promptly. Cancellation by the Customer for any reason later than six (6) months will result in the forfeit of the Deposit.

Non-performance by the Customer

M. Those obligations of the Customer that are to be performed prior to the Performance of the Performer are conditions precedent which must be performed in full by the Customer before the Performer is required to perform unless otherwise agreed to by all parties in writing. If the Customer cancels or postpones any performance without prior notice or fails to make any payment or fails to perform any other condition precedent as required by this Agreement then the Customer will be in breach of this Agreement and the Performer will have no further obligations under this Agreement. The Customer will forfeit any Deposit already paid to the Performer.

Force Majeure

N. Neither the Performer nor the Customer will be held liable for any failure to perform its obligations under this Agreement where such a breach is due to any of the following: acts or regulations of public authorities, labor difficulties or strike, inclement weather, epidemic, interruption or delay of transportation service, acts of God, or any other legitimate cause beyond the reasonable control of the Performer and the Customer.

Sickness and Accidents

O. The Performer agrees to meet its obligations under this Agreement subject to legitimate incapacity by sickness or accident. Failure to meet its obligations under this section will result in the Performer returning any and all outstanding deposits to the Customer.

Key Personnel

P. The Performer agrees to notify the Customer of any changes in key personnel prior to the date of the Performance. In the event of any changes in the key personnel, the Customer may cancel this Agreement and receive a refund of the Deposit.

Indemnification

Q. The Performer is responsible only for its own conduct. The Performer will be compensated by the Customer for any and all damage done to the Performers' equipment by the Customer, its agents or guests. The Customer indemnifies and holds the Performer harmless for any and all property damage or personal injury that results from or is related to the Performance that is not directly caused by the Performer.

R. The Customer warrants and represents that it has, or will obtain, sufficient personal injury or property damage liability insurance with respect to the activities of the Customer, its employees, agents or guests in relation to the Performance.

Signatories

S. This Agreement shall be signed by both the representative of the Performer and the Customer and is effective as of the date first written above.

Performer Signature

Customer Signature

Performer Signature

Customer Signature