**PERFORMANCE CONTRACT 2**

This contract (the "Agreement") is made on this day of \_\_\_\_\_\_\_\_\_\_,\_\_\_\_,between The Constitutional Club (the Operator) and [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](the Artist) for the hiring of the artist as independent contractors to perform for the Operator at The Constitutional Club, Guildhall St, Bury St Edmunds.

It is agreed as follows:

1. **Place, date, and time of Performance.** The parties agree that the time and place of the performance will be The Constitutional Club,  on       /       /          (date)   at             (time) .

2. **Payment for the performance** will be \_\_\_\_\_\_\_\_\_\_ , payable by \_\_\_\_\_\_\_\_\_\_\_\_\_\_

 A 50% deposit of the fee is due on the signing of this contract. This is a required condition for the contract to proceed; if a 50% deposit of the fee is not tendered upon the signing of this contract, no further obligation for either party comes due. The remaining 50% of the fee will be paid on the date of the performance but may be made earlier.

3. **Cancellation.** If full payment is not made upon the date of the performance, prior to the performance, the artist may cancel, and the Operator may not seek any damages. Cancellation may be made by Operator up to 48 hours prior to the time of the performance, in which case the Operator's 50% deposit of the fee is non-refundable, but the Operator will not have to pay the remaining 50% of the fee. If the performance is cancelled by the Operator within 48 hours of the performance, the Operator must pay the Artist's full Fee. The Artist may cancel at any time prior to ticket sales, in which case the Artist must refund the 50% deposit within 48 hours.

4. **Force Majeure.** In the event that the booking cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of Band, the 50% deposit of the fee is non-refundable, but no other portion of the fee is due, and the parties may negotiate a substitute performance on the same terms as this Agreement save for the time and date of the performance, with no further deposit of the fee due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.

5. **Guest Tickets.** The operator will make available to the artist            ,   complimentary tickets for the Artist to use at their sole discretion.

6. **Refreshments.** The Operator will provide Artist with water, tea/coffee free of charge.

7. **Lighting.** Lighting will be provided by the Operator free of charge.

8. **Sound Systems**.     Should the Artist use their own sound systems and equipment, the Operator is not liable for any damage caused during the moving, installation and use of said equipment.

Should the Artist use the Sound Systems and Equipment provided by the Operator, the Artist will be required to sign the PA Hirer's Agreement.

9. **Sound Systems Check.** A sound check conducted by the Artist of the Operator's sound system is required, at a time to be mutually arranged between the Artist and the Operator. The Artist is required to use a trusted technician recommended by the Operator.

10. **Security, Health, and Safety.**  The Operator warrants that the Venue will be of sufficient size to safely conduct the performance, that the Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary. The Operator maintains sufficient personal injury/property insurance for the Venue, sufficient to cover foreseeable claims. The Artist/Artist's Representative is responsible for ensuring that audience numbers remain within the recommended safe maximum of 120 persons. The Hirer is responsible to ensure they are conversant with the Operators fire emergency procedures and that they have read and instructed any member of their group as to these procedures. A copy of the fire emergency procedure will be made available to the Hirer.

11. **Housekeeping.**  It is the Hirer’s responsibility to ensure that the Hall and any other Areas used are left as found and in good clean order. In the event of the Hall/ Venue being left in a state of uncleanliness an appropriate cleaning charge will be deducted from the deposit

12. **Indemnification.** The Operator indemnifies and holds the Artist harmless for any claims of property damage or bodily injury caused by the audience.

The below-signed Artist/Artist Representative warrants s/he has authority to sign this agreement for the Artist in its entirety. The below signed Operator's Representative warrants s/he has authority to bind Operator and Venue (above).

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of Artist/Artist’s Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Artist’s/Artist's Representative printed name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title of the Band/ Artist/Performer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Operator's Representative Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Operator's Representative printed name : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**