**PERFORMANCE CONTRACT 1**

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

2. **Audience Tickets and Payment** Where the Artist is receiving no payment for services from The Operator; the Artist will receive the admission money taken at the door. The Operator will take % of the admission money.

Where admission on the door is free of charge, the Artist or Artist’s representative will be responsible for money raised or given in voluntary donations.

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

4. **Refreshments.**  The Operator will provide Artist with water free of charge.

The Operator will provide/ will not provide the Artist with soft and alcoholic drinks up to 1 hour following the conclusion of the performance.

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

6. **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 responsible for any damage caused and liable for replacement or repair costs.

7. **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.

8. **Security, Health, and Safety.** The Operator warrants that Venue will be of sufficient size to safely conduct performance, that 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 Venue sufficient to cover foreseeable claims. 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.

9. **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. Where no deposit has been paid the Operator will invoice the Hirer for any cleaning costs incurred by the Operator.

10. **Indemnification.** TheOperator 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 enforceably 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).

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 : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_