

CONTEMPORARY ARTS KITCHEN (CAK) PERFORMANCE AGREEMENT

This contract (the “Agreement”) made and entered into this ____ day of _____, ____ (the “Execution Date”),

BETWEEN

The Contemporary Arts Kitchen (the “Purchaser”)

OF THE FIRST PART

-and-

(individually and collectively the “Performer”)

OF THE SECOND PART

BACKGROUND

- A. The Performer is a professional entertainer know as _____;
- B. The Purchaser 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 Purchaser hiring the Performer and other valuable consideration, the receipt and sufficiency of which consideration is acknowledge here, the parties to this Agreement agree as follows:

Definitions

- 1. “Sales” mean the total of all proceeds collected or resulting from the Performance.

Business Address of the Performer

- 2. The Performer will be represented by a group leader (the “Group Leader”). Any payments by check or money order should be made out to the Group Leader.
- 3. Any payments by cash should be given to the Group Leader and signature of receipt will be signed by the Group Leader.
- 4. The Performers business address is as follows:

Group Leader: _____

Address: _____

Telephone: _____

Alt Telephone/Fax: _____

E-mail/Website: _____

Business Address of the Performer

5. The Performers business address is as follows:

Venue Manager: Mike Stier
Address: 809 Main St. Klamath Falls, OR 97601
Telephone: 541-591-4295
E-mail/Website: artskitchen@gmail.com / <http://www.creativitycollective.com>

Venue

6. The place of the performance (the “Venue”) is located at.

Name: The Contemporary Arts Kitchen
Address: 809 Main St. Klamath Falls, OR 97601
Telephone: 541-591-4295
E-mail/Website: artskitchen@gmail.com / <http://www.creativitycollective.com>

Performance

7. The description of the performance type (the “Performance), terms and conditions.

- a. Performance Description: _____

- b. Performance Term:
 - i. Single Date: _____
 - ii. Range of Dates: _____
- c. Load-in/Load-out Date & Time: _____
- d. Number of Set(s) to be preformed: _____
- e. Set(s) Start & End Time: _____

Payment

8. The method (the “Payment) in with the Purchaser will compensate the Performer.

- a. Payment Type:
 - i. Fixed Fee: _____, and/or,
 - ii. Percentage of Paying Guests*: _____, and/or,
 - iii. Percent of Sales: _____, and/or,
 - iv. Total of Fixed Fee and Percentage of Sales: _____
- b. Currency: USD United States Dollars
- c. Deposit to Performer: _____ % of item _____ on this _____, of _____

Cancellations

9. The latest date that the Performance can be cancelled without penalty by either the Performer and/or the Purchaser.
- a. Agreement Cancellation Deadline: _____
 - i. The Performer and the Purchaser reserve the right to cancel this Agreement without obligation upon written notice to the other prior to the cancellation deadline.
 - ii. If the Purchaser cancels the Performance after the above deadline, the purchaser will be required to compensate the Performer _____ for services.
 1. Listed reasons, including, but not limited to cancellations that will not require the Purchaser to compensate the Performer for services.
 - a. Acts of God
 - b. Serious Injury / Death
 - iii. If the Performer cancels the Performance after the above deadline the Performer will be required to compensate the Purchaser _____ for services.
 1. Listed reasons, including, but not limited to cancellations that will not require the Purchaser to compensate the Performer for services.
 - a. Acts of God
 - b. Serious Injury / Death
 2. No Call, No Show Performers will not be asked to return to the Contemporary Arts Kitchen under any circumstance.

Performer Obligations and Duties

10. The specifics (the “Duties”) of the Performer.
- a. The Performer will have the ability to sell merchandise at the Performance.
 - b. The Performer will be required to supply the Purchaser with the names of “Free Guests” that will be attending the Performance at least 3 days in advance of the Performance. This number is limited to one (1) Free Guest for each one (1) Performer member.
 - i. Performer that is three (3) individuals will have three (3) total Free Guests.
 - c. The Performer will be required to contribute to the Advertising of their Performance.
 - i. MySpace, Facebook, other social networking.
 - ii. Performer website announcement.
 - iii. Flyers. (to be given by Purchaser as physical or electronic versions.)
 - iv. Photos of the Performer for advertising purposes need to be supplied to the Purchaser no later than 24hrs after signing.
 - d. The Performer is prevented from bring Hazardous Material to the Venue.
 - e. The Performer is prevented from utilizing Pyrotechnics in the Venue.
 - f. The Performer is prevented from having outside food and drink in the Venue.
 - i. The Venue supplies a Beer/Wine Garden for events.
 - ii. The Venue supplies/accommodates food with advanced notice.
 - g. Performer equipment that is left at the Contemporary Art Kitchen is not the responsibility of the Contemporary Arts Kitchen or it’s staff. Any equipment that is left at the Contemporary Arts Kitchen for more than one week will become property of the Contemporary Arts Kitchen.

Purchaser Duties and Obligations

- 11. The specifics (the “Duties”) of the Purchaser.
 - a. Advertising will be supplied by the Purchaser.
 - i. MySpace, Facebook, other social networking.
 - ii. Venue website announcement.
 - iii. Flyers/Poster.
 - iv. In venue advertising.
 - v. Radio. (if available)
 - b. Sound and Lights will be provided by the Purchaser.
 - i. Sound: PA, Technician, Speakers and Stage Monitors. (Microphones not included.)
 - ii. Lights: Overhead, Stage and Floor.

Additional Clauses

- 12. Additional requests (the “Additional Duties”) of the Performer/Purchaser.
 - a. See attached.

Signatures

Purchaser: _____ Date: _____

Performer: _____ Date: _____

Percentage of Paying Guests Payment Schedule

I/We, _____,

(individually and collectively the “Performer”)

understand that the Contemporary Arts Kitchen (the “Purchaser”) will compensate the Performer a total of _____% of the door for the Performance on this _____ day of _____, _____ (the “Execution Date”).

The above mentioned amount will be based solely upon the Performer’s ability to bring paying guests to the Venue for the performance, which will be counted at the door by Purchaser personal.

Example as follows:

Performance “A” has a total door cost of \$5.00 per person. There are three (3) different performers scheduled to perform.

***Performer 1** is counted as bringing 20 paying guests to the performance totaling \$100.00 in Venue revenue, and is being paid 20% of the door.*

***Performer 2** is counted as bringing 40 paying guests to the performance totaling \$200.00 in Venue revenue, and is being paid 20% of the door.*

***Performer 3** is counted as bringing 5 paying guests to the performance totaling \$25.00 in Venue revenue, and is being paid 20% of the door.*

***35 other paying guests** do not state specifically which band they are there to see, or invited them to the Performance. This amount totals \$175.00, from which the agreed upon percent will be distributed amongst all Performers.*

The payment scheduled for the Performance would break down as:

<i>Performer 1</i>	<i>\$32.00 (rounded to nearest dollar)</i>
<i>Performer 2</i>	<i>\$52.00 (rounded to nearest dollar)</i>
<i>Performer 3</i>	<i>\$17.00 (rounded to nearest dollar)</i>
<i>Other revenue to be distributed to all Performers</i>	<i>\$35.00/3=11.67 to add to above.</i>

Signatures

Purchaser: _____ Date: _____

Performer: _____ Date: _____