



**The ByrdBrains Appearance Agreement**

THIS AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between the Performance Group, aka ("PG") and Buyer identified below (collectively, the "Parties").

IN CONSIDERATION of the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Buyer hereby engages PG to provide a Performance upon the following terms. Where not applicable, enter N/A:

1) Performance Group. **The ByrdBrains**

2) Performance Group Contact/Authorized Agent. **Rich Wahne; of The ByrdBrains.**

3) Buyer Name and Address. \_\_\_\_\_

4) Place of Performance. \_\_\_\_\_

5) Date(s) of Performance. \_\_\_\_\_

6) Time of Performance. \_\_\_\_\_ a.m./p.m. until \_\_\_\_\_ a.m./p.m.

7) Breaks. PG shall have \_\_\_ breaks, averaging \_\_\_\_\_ each.

8) Performance Fee. Buyer shall pay a Performance Fee of \_\_\_\_\_, as follows:

A. A Deposit of \_\_\_\_\_ upon execution of this Agreement.

B. The Balance of \_\_\_\_\_ is due immediately following the performance by check, and made payable to **Rich Wahne.**

C. If Balance is dependent upon admission receipts collected by Buyer or Buyer's agent, PG shall have the option to have a representative at the door, and Buyer agrees to provide PG with a printed accounting of admission receipts and number of paid and unpaid admissions. Payment based upon this element must be made within 72 hours of performance date.

9) **Promotion.** Buyer shall be responsible for all promotion of the Performance. PG agrees to provide, at Buyer's request, logos, photos, bios and any other promotional material that may enhance the Buyer's ability to effectively promote the performance event. Only PG authorized logos may be used where the PG's name is used in print or any other visual mediums. If a recording is provided, PG will designate appropriate selections for airplay.

10) **Insurance.** Buyer warrants and represents that it has, or shall obtain, sufficient personal injury

and property damage liability insurance with respect to the activities of PG at the Place of Performance, and that the Buyer will hold harmless any and all parties of the PG.

11) **Accommodations.** Buyer shall provide each member of PG with:

- Reasonable amounts of free water and soda during the Performance.
- \_\_\_\_ Tickets to the Performance.
- \_\_\_\_ Free meals on the Date of the Performance.
- Lodging as follows; \_\_\_\_\_.
- Transportation as follows; \_\_\_\_\_.

12) **Cancellation.** If Buyer cancels the Performance less than \_\_\_\_ days before the Date of Performance, Buyer shall forfeit the Deposit to PG, as liquidated damages. In addition, if Buyer cancels the Performance less than \_\_\_\_ days before the Date of Performance, Buyer shall pay PG, by the Performance Date, the above-identified Balance, as liquidated damages. The obligation of PG to perform shall be excused by detention of personnel by sickness, accidents, riots, strikes, epidemics, acts of God, Force of Nature or any other legitimate condition beyond the control of PG.

13) **Merchandise.** PG shall, at its option, sell promotional material at the Performance, retaining all proceeds associated therewith.

14) **General.** This Agreement will be governed and construed in accordance with the laws of the State of Oregon, PG's state of residence. This Agreement constitutes the entire Agreement between the Parties.

15) **Recording.** PG shall have the option to record their performance on any medium, and the right to restrict or prohibit recording or photography by any person(s) or company. If PG permits such recording or photography, PG retains all rights to such recordings including, but not limited to, reproduction for any purpose, dissemination, distribution, and public performance.

16) **Additional Provisions.** The Parties agree to the following additional terms:

17) **Equipment & Power.** Buyer shall provide all equipment required by PG as specified in the attached Performance Rider (or suitable substitutes as agreed upon in advance). Buyer shall provide access to AC electrical connections sufficient to power PG's equipment. If such power requires an additional drop, such drop must be made by a certified electrical contractor, and must be completely grounded to provide for safe operation of said equipment.

18) **Security.** Buyer shall provide adequate security for the purpose of limiting access to stage and backstage areas. PG shall provide Buyer's security force with a guest list, which will solely determine level of access to performance area.

19) **Parking.** Buyer shall provide adequate, exclusive and secure parking for PG vehicles while PG is executing its responsibilities under the terms of this agreement. Such parking shall be reasonably close to the performance area and segregated from public parking by a physical barrier. Access to such parking shall be by permit, provided by PG or Buyer upon mutual agreement.

20) **Load-in, Setup and Sound Check.** Buyer shall allow access to the stage area at least \_\_\_\_\_ hour(s) prior to performance time to allow for complete setup and sound check to satisfaction of PG and Buyer. This requirement is non-negotiable. No public access to performing venue shall be allowed until advertised admission time.

22) **Performance environment.** Buyer shall provide a safe, smoke-free (unless otherwise agreed upon in writing in advance), distraction-free environment. Unless providing closed circuit broadcast of the performance or otherwise utilized as a part of the performance, all televisions shall be turned off. All gaming equipment within sight and hearing of the performance shall be turned off, covered or secured in some other suitable way. Pool tables shall be either covered and/or cues and balls secured. If neon signs are in the stage area, they shall be turned off at discretion of PG.

23) **Hold Harmless.** Buyer agrees to hereby release, waive, discharge and covenant not to sue, and hold harmless from any and all liability, claims, costs and expenses whatsoever arising out of or related to any loss, damage, and/or injury, that may be sustained in relation to any aspect of the performance for which this agreement covers, or is meant to cover.

I have read and agree to all terms as written in this Agreement.

**Buyer**

By \_\_\_\_\_

Date \_\_\_\_\_

**Performance Group**

By \_\_\_\_\_

Date \_\_\_\_\_