Fringe Revival
Performance Agreement

THIS ENTERTAINMENT AGREEMENT is made this **{DATE}** by and between **{BUYER}** (hereinafter referred to as the "Buyer") and the entertainers known as **Fringe Revival** (hereinafter referred to as the "Artist"), by and through their designated agent or representative ("Manager") identified below.

WHEREAS, Buyer conducts the event known as **{EVENT}** (hereinafter referred to as the "Event"); and

WHEREAS, Buyer desires to hire Artist, as independent contractor(s), to provide the entertainment generally described below (the "Performance") at the Event; and

WHEREAS, Artist desires to provide such Performance at the Event;

NOW, THEREFORE, the parties agree as follows:

1. **Artist**: **Fringe Revival**

2. **Manager**: The name and mailing address of the Manager, who is executing this Agreement on behalf of Artist, is:
   Samuel G. Vulopas
   84 Village Pointe Ln
   Asheville, NC 28803
   919.333.2872

3. **Place of Performance**: The place of performance is at:
   {PERFORMANCE_ADDRESS}

4. **Date and Time of Performance:** The date of the Performance shall be **{PERFORMANCE_DATE}** and the time of the Performance shall be **{PERFORMANCE_TIME}** This Performance shall have a duration of at least **2** hours.

5. **Performance**: The entertainment to be provided by Artists is generally described as:
   Music from the Psychedelic Rock and Woodstock Eras (1967 - 1971)

6. **Agreement to Perform**: Artist agrees to provide the Performance in accordance with the terms of this Agreement and any addendums or riders hereto.

7. **Price of Performance**: Buyer agrees to pay Artist or his agent an aggregate of **{PERFORMANCE_PRICE}** for the Performance by check (or in cash) immediately following the Performance, which check shall be made payable to the Manager.

8. **Recording, Reproduction or Transmission of Performance**: Buyer will use its best efforts to prevent the recording, reproduction or transmission of the Performance without the written permission of Artist or Artist's representative.

9. **Excuse of Obligations**: Buyer and Artist shall be excused from their obligations hereunder in the event of proven sickness, accident, riot, strike, epidemic, act of God or any other legitimate condition or occurrence beyond their respective control.

10. **Taxes:** Buyer agrees to prepare and file all tax information required of a person who hires an independent contractor, and Artist agrees that they have sole responsibility for the payment of any federal or state taxes arising from the monies paid by Buyer to Artist for the Performance.

11. **Independent Contractor:** Artist acknowledges they shall perform their obligations hereunder as an independent contractor and not as an employee of Buyer. Artist further acknowledges they are not on Buyer's payroll and social security or tax withholding rolls. Artist shall have sole control and direction in the conduct of the Performance.

12. **Merchandising:** Artist can sell before, during and after the Event, promotional merchandise on the grounds of the Event**.**

13. **Promotion:** Buyer shall be entitled to advertise and promote the appearance of Artist at the Event and the Performance. Artist acknowledges that Buyer will rely on the terms hereof in all such promotions and advertising and in the brochures to be printed setting forth the names, dates and times of all performances to be held at the Event. Artist hereby acknowledges and agrees that Buyer may use their names, photographs, likeness, and any other promotional materials provided by Artist to Buyer in all of such promotions, advertising or other activities used to increase attendance at the Event**.**

14. **Parking:** Buyer shall provide sufficient parking spaces for Artists and Artist's assistants' vehicles in a location of close proximity to and with direct access to the backstage area where Performance will take place on the date(s) of Performance. These parking spaces will be reserved for Artist for a period of four (4) hours prior to the Performance and ending three (3) hours following the Performance.

15. **Security:** Buyer shall provide security for the backstage and stage areas before, during and after the Performance. Buyer shall provide security personnel to protect Artist and their property as deemed appropriate by Buyer in its discretion.

16. **Passes:** Buyer shall provide identification passes to Artist and Artist's assistants for the backstage and stage where Performance is to be held.

17. **Stage:** At its sole expense, Buyer shall furnish the stage, stage lighting, sound and power for the Performance (per Fringe Revival Stage Plot & Input List), and Buyer shall provide all stagehands required to assist the setup for the Performance, conduct the Performance and takedown after the Performance.

18. **Dressing Rooms:** Buyer shall provide the Artist with one private dressing room, which will be clean, dry, well lit and air conditioned.

19. **Authority to Execute:** The Manager who is executing this Agreement on behalf of Artist hereby warrants and represents that he has the full power and authority to bind Artist on whose behalf he is executing this Agreement and acknowledges that he is making this representation and warranty with the understanding that Buyer is relying thereon.

20. **No Assignment:** No party will assign its rights or delegate its responsibility under this Agreement without the express prior written agreement of the other party, whose consent is not to be unreasonably withheld.

21. **Governing Law:** This Agreement shall be governed and construed exclusively in accordance with the laws of the State of North Carolina. Any action related to this Agreement shall be commenced and prosecuted exclusively in the courts of Forsyth County, North Carolina.

22. **Attorney Fee Provision:** In the event any party to this Agreement must utilize legal representation to enforce their rights under this Agreement, the prevailing party shall recover attorney fees from the non-prevailing party, as well as other expenses related thereto.

23. **Entire Agreement:** This Agreement, together with any exhibits and other documents mentioned herein, contain the entire agreement between the parties. There are no agreements, understandings, representations or warranties between the parties other than those that are set forth or referred to herein.

24. **Attachments:** 1) Fringe Revival Stage Plot & Input List

IN WITNESS WHEREOF, this Agreement is executed on the date first above written.

BUYER:
{BUYER_NAME}
{BUYER_ADDRESS}

Name: _____

Signature: _____

Date: _____

MANAGER:
Name: **Samuel G. Vulopas**

Signature: _____

Date: _____