



PO Box 62201
Harrisburg PA 17106-2201

PERFORMANCE CONTRACT

THIS AGREEMENT is for the services of music and/or entertainment described below between the **Harrisburg Gay Men's Chorus**, a 501(c)(3) non-profit organization incorporated in the State of Pennsylvania (hereinafter referred to as "CHORUS") and the Venue providing the event performance space and facilities (hereinafter referred to as "VENUE"). The parties, hereto, agree to be bound to the services below.

The CHORUS is hereby engaged by VENUE for the purpose of a live CHORUS performance (hereinafter referred to as "PERFORMANCE") under the following terms and conditions:

I. PERFORMANCE DETAILS.

- a. CHORUS agrees to present a live vocal choral PERFORMANCE. Musical accompaniment for PERFORMANCE shall be provided by CHORUS as needed.
 - i. Set list for PERFORMANCE shall be determined by CHORUS as appropriate. In the event VENUE requires specific set list for PERFORMANCE, required set list shall be set forth in writing by VENUE (hereinafter referred to as APPENDIX A), initialed by both parties and made permanent to this contract.

II. ENGAGEMENT DETAILS.

- a. CHORUS agrees to execute PERFORMANCE, as per the following details:
 - i. Title of PERFORMANCE: _____
 - ii. Date(s) and Time(s) of PERFORMANCE: _____
 - iii. Duration of PERFORMANCE: _____
- b. VENUE **shall / shall not** be responsible for creating and producing all promotional materials associated with this PERFORMANCE, for promoting said PERFORMANCE on all VENUE owned social media and websites, and making said promotional materials available to CHORUS as requested.
- c. CHORUS **shall / shall not** be due a portion of the proceeds from all food and liquor sales that occur during said performance, with the agreed upon percentage of sales to be %____.
- d. CHORUS shall retain all rights to PERFORMANCE, in accordance with applicable copyright and local laws. CHORUS may, at its discretion, electronically record audio and/or video of said PERFORMANCE, in part or in whole, and shall retain all rights to said recordings. All proceeds from the sale or production of said recordings shall belong solely to CHORUS.
- e. Any additional stipulations for PERFORMANCE shall be agreed upon between CHORUS and VENUE and set forth in writing (hereinafter referred to as APPENDIX B), initialed by both parties and made permanent to this contract.

III. VENUE DETAILS.

a. Location of PERFORMANCE:

- i. Venue Name: _____
- ii. Contact Name: _____
- iii. Contact Phone: _____
- iv. Contact Email: _____
- v. Street Address: _____
- vi. City, State, Zip: _____

b. Equipment provisions: (circle applicable)

- i. A **piano / keyboard** **shall / shall not** be provided by VENUE for said PERFORMANCE.
- ii. Stage lighting **shall / shall not** be provided by VENUE for said PERFORMANCE.
- iii. Sound equipment **shall / shall not** be provided by VENUE for said PERFORMANCE.

c. Rehearsal accommodation: (circle applicable)

- i. CHORUS **shall / shall not** be granted access to VENUE prior to PERFORMANCE, for the sole purpose of executing a dress rehearsal to acclimate CHORUS to VENUE and acoustical requirements.
 - 1. Date(s) and time(s) of agreed upon rehearsal:

- 2. A **piano / keyboard** **shall / shall not** be provided by VENUE and available for use during stated rehearsal time(s).

d. Sound Check / Lighting accommodation: (circle applicable)

- i. CHORUS **shall / shall not** be granted access to VENUE 30 minutes immediately prior to PERFORMANCE, for the sole purpose of testing all sound and lighting equipment as necessary for execution of PERFORMANCE.

IV. COMPENSATION DETAILS.

a. **VENUE** shall compensate **CHORUS** for said PERFORMANCE according to the following details: (circle applicable)

- i. A fee of \$_____ (hereinafter referred to as "COMPENSATION FEE"), is agreed upon by the parties as a fair and equitable compensation for said PERFORMANCE, the details of which are stated above.
- ii. A deposit of \$_____ (hereinafter referred to as "DEPOSIT") **shall / shall not** be required at the time of contract signing.
- iii. The remaining balance of \$_____ (hereinafter referred to as "REMAINING BALANCE") **shall / shall not** be paid upon completion of said PERFORMANCE, the details of which are stated above.

- iv. Any expenses incurred by CHORUS for the sole purpose of traveling to VENUE for execution of PERFORMANCE shall / shall not be reimbursed by VENUE.
- v. REMAINING BALANCE and TRAVEL EXPENSES as defined above shall be due and payable by check or money order upon completion of PERFORMANCE.

V. INDEMNIFICATION.

CHORUS shall defend, indemnify and hold VENUE, its officers, employees or agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in the portion and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages that are caused by or result from the gross negligence or intentional acts or omission of CHORUS.

VI. NOTICES.

Any notices sent pursuant to this Agreement must be delivered by certified mail, return receipt requested, postage prepaid or delivered by hand or by a reputable overnight carrier addressed to the appropriate party at the address reflected on page one, or at any other address indicated by the parties. All notices shall be deemed given when received.

VII. INDEPENDENT CONTRACTOR.

In the performance of this Agreement, each party is an independent contractor and not an agent or employee of the other party. This Agreement shall not be construed to create any partnership or joint venture between the parties.

VIII. ORAL PRESENTATION AND AMENDMENTS.

No representation, warranty, condition or agreement of any kind or nature shall be binding upon the parties hereto, unless incorporated into this Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto and may not be amended except by a writing signed by the parties.

IX. ASSIGNMENT.

This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective permitted successors and assigns. Neither party may assign, subcontract, transfer or delegate, in whole or in part, its rights or obligations under this Agreement except with the prior written approval of the other.

X. CANCELLATION OF PERFORMANCE.

- a. In the event VENUE cancels the PERFORMANCE for any reason less than five (5) weeks before the date of such PERFORMANCE, VENUE shall pay CHORUS as liquidated damages, one half (1/2) of the COMPENSATION FEE agreed to be paid for such PERFORMANCE as stated in Paragraph IV. In the event VENUE cancels the PERFORMANCE for any reason less than two (2) weeks before the date of such PERFORMANCE, VENUE shall pay CHORUS as liquidated damages, the full COMPENSATION FEE agreed to be paid for such PERFORMANCE as stated in Paragraph IV, unless CHORUS subsequently agrees in writing to waive all or any part of that payment.
- b. CHORUS shall have the right to cancel the PERFORMANCE for any reason up to five (5) weeks prior to the date of such PERFORMANCE. In the case of such cancellation, neither VENUE or CHORUS shall be paid the COMPENSATION FEE agreed to be paid for such PERFORMANCE as stated in Paragraph IV.

XI. FORCE MAJEURE.

If either party is unable to perform any of its obligations under this Agreement due to events beyond reasonable control, including the physical disability of CHORUS, or acts or regulations or public authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, acts of God, adverse weather conditions, or other cause beyond the control of CHORUS or VENUE, then the CHORUS

and the VENUE shall be respectively relieved of their obligations concerning the PERFORMANCE(S). However, the failure to appear, present or perform does not relieve the VENUE of costs incurred by the CHORUS in preparation for the PERFORMANCE.

XII. GOVERNING LAW.

The rights and obligations of the parties hereunder shall be governed by and determined according to the laws of the State of Pennsylvania. Any controversy, claim or dispute arising out of relating to this Agreement or the breach thereof, shall be adjudicated in the Court of the State of Pennsylvania to which the parties consent to the personal jurisdiction.

XIII. SEVERABILITY.

If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

XIV. BINDING EFFECT.

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, representatives, successors and permitted assigns.

XV. HEADINGS.

The titles, captions and headings in this Agreement are inserted for convenience of reference only, and are not intended to be a part of or to affect in any way the meaning or interpretation of this Agreement.

XVI. WAIVER.

No waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon any party unless confirmed in writing. No waiver by any party of any term or provision of this Agreement or of any default hereunder shall affect such party's rights thereafter to enforce such terms or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

XVII. CURE.

Neither party shall be in breach of any of its obligations under this Agreement unless and until the breaching party has been notified in writing by the non-breaching party of its breach or alleged breach and such breaching party fails to cure such breach or alleged breach within thirty (30) days of receipt of such notice.

XVIII. INSURANCE.

The parties acknowledge the following:

- a. CHORUS is insured through Erie Insurance Company, and that any damages or injuries which might result from acts or omissions of CHORUS are covered under the provisions of said coverage
- b. VENUE is insured through _____ and that any damages or injuries which might result from acts or omissions of VENUE are covered under the provisions of said coverage.

XIX. WARRANTIES AND REPRESENTATIONS.

- a. CHORUS warrants, represents, covenants and agrees as follows:
 - i. CHORUS has the right and power to enter into this Agreement, to grant the rights granted by VENUE to CHORUS hereunder and to perform all the terms hereof; and
 - ii. No materials, ideas or other properties furnished or designated by CHORUS and used in connection with the PERFORMANCE will violate or infringe upon the rights of any person, firm or corporation.

XX. ENTIRE AGREEMENT.

This document sets forth the entire Agreement between CHORUS and VENUE with respect to the subject matter hereof, and all prior and/or contemporaneous negotiations and understandings being merged herein. This Agreement cannot be canceled, modified, amended or waived, in part or in full, in any way except by an instrument in writing signed by all parties hereto.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be executed as of the date and year listed below.

ACCEPTED AND AGREED:

VENUE

Representative

Title

Date

CHORUS

Representative

Title

Date

APPENDIX A

Required Set list for Performance

The song list set forth below shall be performed by CHORUS at the contracted PERFORMANCE detailed within the attached contract:

Song Title

Composer

INITIALS VENUE

INITIALS CHORUS

APPENDIX B

Additional Performance Provisions

The stipulations set forth below have been agreed upon by both parties, and shall be considered as obligatory for the contracted PERFORMANCE detailed within the attached contract:

INITIALS VENUE

INITIALS CHORUS
