



*Queen Unique aka M.U.P.
The most powerful piece in the game of chess*

THIS PERFORMANCE AGREEMENT is made and entered into as of _____, 20__, by and between _____, whose business address is _____ ("Purchaser") and the musical group or Artist Queen Unique ("Artist"), whose business address is _____. In consideration of the mutual covenants herein contained and, intending to be legally bound hereby, the Purchaser and Artist agree as follows:

1) **Engagement.** The Purchaser hereby engages Artist to render a musical performance (the "Performance"), and Artist hereby agrees to render such Performance under the terms and conditions specified herein.

2) **Individuals Comprising Artist.** Artist consists of the following individuals:

Artist's obligation to perform hereunder is subject to the unavailability of Artist as a result of sickness, accidents, acts of God, and other legitimate conditions beyond Artist's control. If this occurs, deposits shall be returned in full to Purchaser.

Purchaser understands that he/she is obligated to pay for services of Artist unless it becomes impossible for the purchaser to provide a place of performance due to an act of God. In this case, the Artist must be notified two (2) weeks prior to set date.

3) **Location of Performance.** The Performance will take place at the following location:

Place: _____
Telephone: _____
Street Address: _____
City/State/Zip: _____

4) **Date and Time of Performance.** The date of the Performance is _____, 20__. The venue will be available for set-up on (date) _____ at (time) _____. The Artist will play for _____ minutes from ____:____ to ____:____:



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5) **Payments.** In full consideration for all services rendered by Artist at the Performance, Purchaser agrees to make the following payment in U.S. funds to Artist (select one):

- Set Fee. A set fee of _____ Dollars (\$_____).
- Percentage of Ticket Sales . An amount equal to ___ percent (___ %) of the (select one) __ gross __ net ticket sales.
- Percentage of Ticket Sales With Guarantee. The greater of (a) _____ Dollars (\$_____), or (b) an amount equal to _____ percent (___ %) of the (select one) __ gross __ net ticket sales.
- Set Fee plus Percentage of Ticket Sales. A fee of _____ Dollars (\$_____), plus an amount equal to _____ percent (___ %) of the (select one) __ gross __ net ticket sales.
- Other. (specify)

a) **Deposit.** Purchaser will pay _____ Dollars (\$ _____) of the payment to Artist as a deposit by _____, 20____. If Purchaser does not pay Artist the deposit, Artist will have the option of canceling this Performance Agreement with no further liability hereunder to Purchaser.

b) **Payment of Balance.** After the last set on the date of the Performance, Purchaser will pay Artist the remaining balance of the payment in cash or by money order or certified check made payable to _____.

c) **Definitions.** For the purposes of this Performance Agreement, the following definitions apply: Gross ticket sales means the sum of any and all monies paid for admission to the Performance. Net ticket sales means gross ticket sales minus the actual cost to Purchaser of the following expenses:
_____.



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d) **Travel Expenses.** Purchaser agrees to pay _____% of food, travel expenses and living accommodations. This includes up to three meals per day for each individual (maximum of two), one hotel room for Artist and one additional room if needed (maximum of two), rental car fees and gas.

Contact person for accommodations, if other than the aforementioned parties:

_____ (_____) _____			
Name	Title	Phone	
_____		_____	_____
Address	City	State	Zip

6) **Merchandise.** At Artist's option, Artist may offer CDs, books, tapes and other items for sale at the Performance. Artist will retain all proceeds from such sales. To facilitate Artist's merchandising, Purchaser will provide a table and chairs set up in an easily accessible and visible area of the venue.

7) **Cancellation.** In the event Purchaser cancels the Performance less than _____ weeks prior to the scheduled date, Purchaser will pay Artist a sum equal to (select one) _____ Dollars (\$ _____) _____ percent of the set fee specified in paragraph. Upon payment of the cancellation fee, Purchaser will have no further liability to Artist hereunder.

8) **No Taping of Performance.** Purchaser will not, nor will Purchaser allow others to tape, record, reproduce, or transmit in or from the premises in any manner or by any means, the Performance without the written approval of Artist. This does not include individuals who arrive with the Artist.

9) It is hereby agreed that the Artist is an independent contractor and not an employee of the undersigned Purchaser.

10) **Marketing** The Artist agrees to furnish at his/her own expense (shipping included) the following amounts of advertising and promotional material to the extent that he/she has such material available for distribution.



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At the time of contracting the following materials:

- One press kit with biography, articles and reviews
- Three color photos
- Two black and white photos
- Comprehensive list of recordings

The Artist understands these are minimum quantities and that the Presenter will specify final quantities needed. If quantity is in excess of that normally provided by Artist and/or Agent, the remainder will be provided "at cost" to the Presenter. The Presenter agrees to reimburse the normal shipping costs of these additional quantities.

11. The Artist agrees to submit final promotional materials for the Presenter's program at least _____ weeks prior to the date of the performance. It is understood that the Presenter retains the right to solely determine the copy and content of its program. The program will include standard language prohibiting the use of cameras and recordings.

12. **Audio and Recording.** If the Presenter and the Artist mutually agree to use a sound system for the performance(s) contracted herein, then the Presenter shall provide basic sound reinforcement equipment suitable for the venue as defined by the Presenter's Audio Director. Any additional sound equipment shall be provided by the Artist. The Presenter will be responsible for the placement of all sound equipment. It is further agreed that all audio levels will be set in consultation with Presenter's Audio Director.

13. **Miscellaneous.** This Performance Agreement and the attached rider(s), if any, set forth the entire agreement between the parties, and may not be amended except in a writing signed by both parties. This Performance Agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to the principles of conflicts of law. In any action or proceeding involving a dispute between the Purchaser and the Artist arising out of this Performance Agreement, the prevailing party will be entitled to receive from the losing party reasonable attorney's fees.



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Artist and Purchaser have each caused this Performance Agreement to be signed by its duly authorized representative.

IN WITNESS WHEREOF, the parties here agree to the terms set forth above

PURCHASER FULL NAME

ARTIST FULL NAME

PURCHASER SIGNATURE

ARTIST SIGNATURE

PURCHASER ADDRESS

ARTIST ADDRESS

