

Hope Center Church Choir Performance Agreement

Agreement made by _____ (Hereinafter referred to as "Promoter") and Hope Center Church Choir (Hereinafter referred to as "Artist") and all band members and production personnel (Hereinafter referred to as "Artist's Group Members"). The parties, hereto, agree to be bound to the services below.

The Artist is hereby retained by Promoter to perform a live performance (Hereinafter referred to as "performance" as follows:

In consideration of the mutual agreements of the parties hereto, Promoter agrees to hire Artist to perform an engagement ("Engagement") and the Artist agrees to provide such performance services, under the following terms and conditions:

I. PERFORMANCE DETAILS.

- a. Artist agrees to present a live performance. Artist shall present a musical performance consisting of a vocal choir performance ("Performance"). Artist will perform no less than two songs.
- b. Place of Engagement ("Venue")
 - i. Venue Name: _____
 - ii. Street Address: _____
 - iii. City, State, Zip: _____
 - iv. Telephone: _____
 - v. Date of Performance: _____

II. ENGAGEMENT DETAILS.

The Artist is hereby retained by the Promoter to perform as follows:

- a. Type of Performance: Artist agrees to present a live performance. Artist shall present a musical performance consisting of a vocal choir performance ("Performance"). Artist will perform no less than two songs.
- b. Date of Performance: _____
- c. Event Starting Time: _____
- d. Duration of Performance: _____
- e. Location: _____
- f. Fee: _____
- g. Travel Expense(s): _____

- h. Promoter will provide sound and lights.

III. COMPENSATION.

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a. Promoter shall pay the Artist the minimum sum of \$ _____ ("Guaranteed Fee") after services have been rendered. All travel expenses agreed upon for reimbursement will be paid at arrival.

b. Guaranteed Fees as defined above shall be made payable to:

Hope Center Church
4545 N. Loop 1604 W.
San Antonio TX 78249
210-764-3100

IV. ARTIST RIDER.

- a. Further consideration to Artist by Promoter is provided in the Artist Rider of additional terms attached to this Agreement, if applicable.
- b. Artist Rider Requirements as outlined must be approved by Artist Representative before booking arrangements are finalized.

V. TO BE PROVIDED BY PROMOTER.

- a. Stage equipment and sound system, as may be in the possession of the Venue and readily available for use.
- b. Tickets, the sale of tickets and ticket takers.
- c. A sound check for at least one half (1/2) hour is required prior to the Performance.

VI. INDEMNIFICATION.

Artist shall defend, indemnify and hold Promoter, 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 proportion 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 negligent or intentional acts or omission of Artist.

VII. COMPLIMENTARY TICKETS.

Promoter shall be the only party authorized to issue complimentary tickets to the Performance. A maximum quantity of _____ guest list additions for Performance shall be available to Artist. Artist must notify Promoter of the disposition of such tickets no later than noon on the day of the Performance. If Promoter does not receive such notice, Promoter may release the guest list spots for general sale.

VIII. 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.

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IX. 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.

X. 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.

XI. 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.

XII. CANCELLATION OF PERFORMANCE.

- a. In the event Promoter cancels the Performance for any reason less than five (5) weeks before the date of such Performance, Promoter will pay Artist as liquidated damages, one half (1/2) of the Balance agreed to be paid for such Performance in Paragraph III. In the event Promoter cancels the Performance for any reason less than two (2) weeks before the date of such Performance, Promoter will pay Artist as liquidated damages, the full Balance agreed to be paid for such Performance, unless Artist subsequently agrees in writing to waive all or any part of that payment.
- b. Artist 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, Artist will not be paid a fee for performing.

XIII. FORCE MAJEURE.

If either party is unable to perform any of its obligations under this Agreement due to events beyond its reasonable control, including the physical disability of Artist, 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 the Artist or Promoter, then the Artist and the Promoter shall be respectively relieved of their obligations concerning the Performance(s). However, the failure to appear, present, or perform does not relieve the Promoter of costs incurred by the Artist in preparation for the Performance.

XIV. GOVERNING LAW.

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

XV. 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.

XVI. 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.

XVII. HEADINGS.

The titles, captions and headings contained 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.

XVIII. 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.

XIX. 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 after its receipt of such notice.

XX. INSURANCE.

The parties acknowledge that Promoter is insured through _____ and that any damages or injuries which might result from acts or omissions of Promoter are covered under the provisions of said coverage.

XXI. WARRANTIES AND REPRESENTATIONS.

a. Artist warrants, represents, covenants and agrees as follows:

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

XXII. ENTIRE AGREEMENT.

This document sets forth the entire Agreement between Artist and Promoter 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 as listed below.

ACCEPTED AND AGREED:

PROMOTER

Representative

Title

Date

ARTIST

Representative

Title

Date