

A NIGHT LIKE THIS

L.A.'s premier tribute to the cure

PERFORMANCE CONTRACT

This contract (the "Agreement") is made on this day of _____, _____, between Operator (the "Operator") and _____ A Night Like This (ANLT) for the hiring of ANLT as independent contractors to perform (the "Show") for Operator at _____ (the "Venue"), located at the address Address of Venue.

It is agreed as follows:

- 1. Place, date, and time of Show.** The parties agree that the time and place of Show will be Venue, located at the address address of venue, on the day day of Month, year, at 9 pm.
- 2. Description of Show.** Show will be a musical performance with musical content decided by ANLT. Show will last a minimum of _____ minutes or _____ sets.
- 3. Payment.** Compensation for the Show will be _____ dollars, payable by cash, Venmo, Zelle, or PayPal. ANLT reserves the right to request a 50% deposit of Fee on the signing of this contract. This is a required condition for the contract to proceed; if a 50% deposit of Fee is not tendered upon the signing of this contract, no further obligation for either party comes due.
- 4. Cancellation.** If full payment is not made by the time immediately prior to the Show, Show may be cancelled by ANLT, and Operator may not seek any damages. Cancellation may be made by Operator before two days prior to the time of Show, in which case Operator's 50% deposit of Fee is non-refundable, but Operator will not have to pay the remaining 50% of Fee. If Show is cancelled within 2 days of Show, Operator must pay the full Fee. ANLT may cancel at any time prior to ticket sales by Operator, in which case Band must refund the deposit fee.
- 5. Force Majeure.** In the event Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of band members, the 50% deposit of Fee is non-refundable, but no other portion of Fee is due, and the parties may negotiate a substitute Show on the same terms as this Agreement save for the time of Show, with no further deposit of Fee due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.
- 6. Guest List.** Operator will make available to ANLT five complimentary tickets to Show.
- 7. Food and Drink.** Operator will provide ANLT with meals/ bar tab of \$25/person, and 10 bottles of water.
- 8. Sound Systems Check.** A sound check conducted by ANLT of Venue's sound system is required, at a time to be mutually arranged between ANLT and Operator.
- 9. Indemnification.** Operator indemnifies and holds ANLT harmless for any claims of property damage or bodily injury caused by Show attendees.
- 10. Arbitration settles disputes.** All claims or disputes by either party from or under this Agreement will be submitted to arbitration using the service located at URL resource locator: <http://www.judge.me> (the "Arbitration Service") and according to the rules of that Arbitration Service. Any court that would otherwise have had jurisdiction over the dispute will enforce both settlement by the Arbitration Service and any arbitration award. Parties will bear their own costs, save that any fee charged by Arbitration Service to submit the case to Arbitration Service may be recovered from the other party in an arbitration award.

11. **Severability.** If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

12. **Interpretation.** Agreement will be interpreted according to California law.

13. **Riders.** Nothing in Agreement shall prevent any rider from being added to Agreement that is favorable to ANLT, as judged by ANLT. All riders must be in writing and signed by the party against whom enforcement is sought.

The below-signed ANLT Representative warrants he has authority to enforceably sign this agreement for ANLT in its entirety. The below signed Operator's Representative warrants s/he has authority to bind Operator and Venue (above).

Signature of ANLT Representative: _____

ANLT Representative typed name: _____

Date: _____

Operator's Representative Signature: _____

Operator's Representative typed name and title: _____

Date: _____