

THIS PERFORMANCE AGREEMENT is made and entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, whose business address is \_\_\_\_\_ ("Purchaser") and the The Leesburg High School Band ("Performer(s)"), whose business address is 1401 Yellow Jacket Way, Leesburg, FL 34748. In consideration of the mutual covenants herein contained and, intending to be legally bound hereby, the Purchaser and Performer(s) agree as follows:

**1) Engagement.** The Purchaser hereby engages Performer(s) to render a musical performance (the "Performance"), and Performer(s) hereby agree(s) to render such Performance under the terms and conditions specified herein. Specific selection requests must be in the form of an attached rider to this agreement and signed by both parties.

**2) Individuals Comprising Performer(s).** Performer(s) consists of the following individual(s):

- (Purchaser Must Circle one)*
- Selected Members of the Leesburg High School Swarm of Sound Marching Band*
  - Selected Members of the Leesburg High School Swarm of Sound Pep Band*
  - Selected Members of the Leesburg High School Swing Band*
  - Selected Members of the Leesburg High School Ceremonial Buglers*
  - Selected Members of the Leesburg High School Jazz Combo*
  - Selected Members of the Leesburg High School Wind Ensemble*
  - Selected Members of the Leesburg High School Symphonic Band*
  - Selected Members of the Leesburg High School Concert Band*

a) Performer(s)' obligation to perform hereunder is subject to the unavailability of Performer(s) as a result of sickness, accidents, acts of God, Lake County Schools administrative decision, and other reasons beyond Performer(s)' control.

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

Name: \_\_\_\_\_  
 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 Performer(s) will play \_\_\_\_\_ sets as follows:

Set	Start Time	Ending Time
1		
2		
3		

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

\_\_\_ *Set Fee.* Please see [www.swarmofsound.com/bookings.htm](http://www.swarmofsound.com/bookings.htm) for fee schedule

\_\_\_ *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.* Please see [swarmofsound.com/bookings](http://swarmofsound.com/bookings) for fee schedule. Set Fee plus an amount equal to \_\_\_ percent (\_\_\_ %) of the (select one) \_\_\_ gross \_\_\_ net ticket sales.

\_\_\_ *Other.* (specify) \_\_\_\_\_.

- a) **Deposit.** Purchaser will pay half of the Set Fee to Performer(s) as a deposit at time of booking. If Purchaser does not pay Performer(s) the deposit, Performer(s) will not schedule the Performance.
- b) **Payment of Balance.** Prior to the beginning of the Performance, Purchaser will pay Performer(s) the remaining balance of the payment in cash or by money order or certified check made payable to Leesburg High School Band, 1401 Yellow Jacket Way, Leesburg, FL 34748.
- 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: \_\_\_\_\_.

**6) Merchandise.** At Performer(s)'s option, Performer(s) may offer CDs, tapes and other items for sale at the Performance. Performer(s) will retain all proceeds from such sales. To facilitate Performer(s)'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 forfeit the Deposit. Purchaser will have no further liability to Performer(s) hereunder.

**8) Performance Quality.** Purchaser can expect a high-school level of performance quality. Performance will be near-professional quality with some blemishes as is to be expected by performers ranging in ages from 14-18.

**9) 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 Performer(s). *(Note: this is a scholastic group of minors, unauthorized audio/video recording or photography without parent consent is prohibited by law.)*

**10) 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 Performer(s) arising out of this Performance Agreement, the prevailing party will be entitled to receive from the losing party reasonable attorney's fees.

Performer(s) and Purchaser have each caused this Performance Agreement to be signed by its duly authorized representative.

PURCHASER

\_\_\_\_\_

(Name of Purchaser)

\_\_\_\_\_

(Signature of Authorized Representative)

\_\_\_\_\_

(Printed Name and Title)

PERFORMER(S)

\_\_\_\_\_

(Name of Performer(s))

\_\_\_\_\_

(Signature of Authorized Representative)

\_\_\_\_\_

(Printed Name and Title)