



## LAZERWOLFE PERFORMANCE CONTRACT

This contract (the "Agreement") is made on this day of *December 27, 2017* between "VENUE NAME/PROMOTER". (the "Operator") and (the "Band") for the hiring of Band as independent contractors to perform (the "Show") for Operator at *1316 Venue Location.* (the "Venue"), located at the address *1316 Venue street address, Omaha Nebraska 68102.*

It is agreed as follows:

- 1. Place, date, and time of Show.** The parties agree that the time and place of Show will be 1316 Jones St, located at the address 1316 Jones St, Omaha Nebraska 68102, on May 12 2018. from the time frame of 7:30-11:30 Pm.
- 2. Description of Show.** Show will be a musical performance with musical content decided by the Band.
- 3. Payment.** Compensation for the Show will be \$2500 dollars, payable by Cash or Check to. The 50% deposit of \$1250 Fee is due 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. The remaining 50% of Fee is due immediately before the Band takes the Stage, but may be made earlier.
- 4. Cancellation.** If full payment is not made by the time immediately before the Band's takes the stage, Show may be cancelled by Band, and Operator may not seek any damages. Cancellation may be made by Band or Operator prior to the time of Show, in which case Operator's deposit of Fee is potentially refundable by the Band discretion, but Operator will not have to pay the remaining 50% of Fee. Band may cancel at any time, in which case Band must refund Fee in its entirety if unpredictable occurrences occur (Force majeure). It is up to the Bands discretion if deposit fee is returned if cancelation happens by Venue/Operator or is due to "Technical Rider & Stage Plot" not being sufficient as provided in said document on lazerwolfe.com.

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, the 50% deposit of Fee is 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. **Band Guest Tickets.** Operator's Discretion

7. **Food and Drink.**Operator's Discretion

8. **Parking.** Operator will secure sufficient parking for Band's vehicles within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the show and lasting until 2 hours after the show.

9. **Sound Systems Check.** A sound check conducted by Band of Venue's sound system is required, at a time to be mutually arranged between Band and Operator. Sound Equipment standards must be met as required by our "Technical Rider and Stage Plot" found at [lazerwolfe.com](http://lazerwolfe.com). Failure to do so may result in a limited performance or cancellation with out refund of deposit and/or performance costs at the time of event.

10. **Security, Health, and Safety.** Operator warrants that Venue will be of sufficient size to safely conduct Show, that Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary. Operator maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims.

11. **Indemnification.** Operator indemnifies and holds Band harmless for any claims of property damage or bodily injury caused by Show attendees.

12. **Arbitration settles disputes.** All claims or disputes by either party from or under this Agreement will be submitted to arbitration. 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 be at the Operators 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.

13. **Sever-ability.** 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.

14. **Interpretation.** The agreement will be interpreted according to the laws of Nebraska.

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

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*SIGNITURES*

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

Signature of Band Representative: \_\_\_\_\_

Band's Representative typed name and title: Dustin Peterson

Band's typed name: LAZERWOLFE

Operator's Representative Signature: \_\_\_\_\_

Operator's Representative typed name and title: