

Performers' Agreement

[] ("Client") is a nonprofit organization dedicated to []. To enhance its programming, Client hosts live performances. Client wishes to retain the performer identified below ("Performer") for a performance on the basis set out below.

Client Contact Information

Contact person	
Title	
Email	
Telephone	
Mailing address	

Performer Contact Information

Contact person	
Group name (if applicable)	
Email	
Telephone	
Mailing address	

Performance Information

Performance date(s)		Performance location (if known)		
Set start and end times	Set 1	Set 2	Set 3	Set 4
	Start	_____	_____	_____
	End	_____	_____	_____
Description of performance				

Fees

Total fees:	Time and method of payment:	Client will deliver a check payable to the Performer upon satisfactory completion of the performance(s).
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This document, which includes this form ("Performance Plan") and the attached terms and conditions, creates a legal contract between Client and Performer ("Agreement"). By signing below, Performer confirms that Performer understands and agrees to the terms of this Agreement.

[insert legal name of Client]

Performer

Signature

Name (print)

Title

Date

Signature

Name (print)

Title (if signing on behalf of entity)

Date

Note: This document does not reflect or constitute legal advice. This is a sample made available by the Organizations and Transactions Clinic at Stanford Law School on the basis set out at nonprofitdocuments.law.stanford.edu. Your use of this document does not create an attorney-client relationship with the Clinic or any of its lawyers or students.

1. Performance, Fees, and Cancellation

1.1 Performance

Performer will deliver the performance(s) described in, at the location and during the time(s) specified in, the Performance Plan.

1.2 Performer Conduct

Performer will be respectful and courteous in all interactions with Client attendees, students, and staff members during the performance(s). Performer will be accompanied by a Client staff member at all times while on Client premises, including during setup, the performance(s), and clean-up.

1.3 Fees and Expenses

Client will pay to Performer the fees in the amount, by the method, and at the time specified in the Performance Plan. The total fees specified in the Performance Plan will be Performer's sole compensation for the performance(s). Performer is responsible for Performer's own expenses, including all materials, equipment, transportation, and labor.

1.4 Cancellation by Client

Client may cancel this Agreement or individual performance, without obligation to pay fees or other amounts to Performer, by giving Performer written notice at least 10 days prior to the relevant performance date.

2. Intellectual Property

2.1 Copyright in Performance(s)

For clarity, as between Performer and Client, Performer will retain all rights in and responsibility for the performance(s) including, without limitation, any copyright or other intellectual property rights that may exist in the material performed by, or the performance(s) by, Performer.

2.2 Consent to and Use of Recordings

Performer agrees that Client and performance attendees and other visitors may record, film, stream, or photograph the performance(s). Performer authorizes and grants Client the right to use such recordings ("Recordings"), and otherwise use Performer's name, image, voice, and sobriquet, in any and all media (including, without limitation, website, social media, publications, and marketing materials) in connection with Client's promotional, fundraising, outreach, recordkeeping, or other activities. Performer is not entitled to inspect or approve such use, receive notice of such use, or receive any payment for such use. Performer waives any legal claims related to Client's use of the Recordings and Performer's image, voice, sobriquet, or name.

2.3 No Infringement

Performer represents and warrants that Performer's performance(s) do not and will not conflict with any agreements with or infringe or violate any rights of

any third party, including any copyrights, rights of publicity, trademark, or other common law or statutory intellectual property rights.

3. Indemnification and Licenses

3.1 Indemnification

Performer will defend, indemnify and hold Client and its directors, officers, employees, agents, and assigns harmless against all claims, liabilities, damages, and expenses, including reasonable attorney's fees and expenses, arising directly or indirectly from Performer's activities under this Agreement, including without limitation, claims by performance attendees, other visitors, or Client staff members, or any claims of infringement, misappropriation, or otherwise. Performer will have no obligation to indemnify Client to the extent liability is solely caused by Client's gross negligence or willful misconduct.

3.2 Licenses and Permits

Performer confirms that Performer holds the licenses and permits necessary for the performance(s), which may be required for animal transport or exhibition, handling hazardous materials, or the like.

4. General Provisions

4.1 Independence

Performer is and will be an independent contractor. Nothing in this Agreement creates an employment, partnership, joint venture, or similar relationship between Performer and Client for any purpose. Client is under no obligation to retain Performer for any future performance(s).

4.2 Entire Agreement; Choice of Law

This Agreement expresses the final, complete, and exclusive agreement between Performer and Client, and supersedes any and all prior or contemporaneous written and oral agreements, communications, or course of dealing between Performer and Client relating to its subject matter. This Agreement will be governed by California law.

4.3 Amendment

This Agreement may be amended only as stated in and by a writing signed by both Client and Performer.

4.4 Assignment

This Agreement is intended to obtain the personal services of Performer as an independent contractor and may not be assigned by Performer without the written approval of Client.

4.5 No Third-Party Beneficiaries

Except as provided in Section 3.1, this Agreement is for the exclusive benefit of Performer and Client and not for the benefit of any third party, including, without limitation, any attendee, visitor, student, subcontractor, or vendor of Performer or Client.