

Notes about how to read the sample performance agreement:

in black: it will be always written, no matter the type of performance

in blue background: to complete with the real information

in green: only applicable if the customer needs the pianist to bring her own portable piano

in purple: this clause will not appear if 2.b) is valid. Otherwise it will always be in the agreement

in red: only applicable for performing in wedding ceremonies

PERFORMANCE AGREEMENT



1) **This agreement is between** ... your name.... (the "customer"), e-mail address: ... your e-mail address...., personal address... your address...., phone numbers: ... your cell and land phone numbers...., and Claudia Sanchez, the Passionate Pianist (the "performer" or "pianist"), e-mail address: *Claudia@PassionatePianist.com*, mail address: ...it will appear here once you book me..., phone number (727) 422-6628, and the terms of the engagement are as described below.

2) **The rate** of \$ (..... dollars) includes:

--- a- A solo piano performance fromAM / PM toAM / PM on day of the week, month, day, year at the venue name of the venue located at address of the venue

--- b- Bringing the portable piano for the performance (it has 2 speakers built-in of 20W each) and an external speaker of 120 W if needed. It is required one person provided by the customer(that could be from the venue staff) to help the performer to unload and load the equipment, as well as setting it up in the performance places. The maximum weight per piece is about 100 lbs.

3) **Gratuities** are not included in the rate and never required, but if the customer feels he/she has received exceptional service they are greatly appreciated.

4) The rate for any **additional time** of performance on the same event will be \$ per hour, to be paid by cash at the moment of the performance.

5) If the **performer cancels the gig**, the deposit will be fully refunded. Otherwise the deposit paid to the performer is non-refundable, no matter the causes that makes the customer to cancel or delay the event, except for what is mentioned in paragraph # 15.

6) The fee mentioned in 2) will be paid by a check mailed to the performer to:

Claudia Sanchez

...it will appear here once you book me...

7) The pianist will perform at an **acoustic piano, well tuned and in good condition, provided** by the customer on the venue.

8) The **Performer is committed exclusively** to the customer for the period of the Performance.

9) **Breaks:** There will be a break if the pianist is required to perform in different rooms during the event in order to set up her equipment. If the length of the performance exceeds two hours, the pianist may take a no longer than 5 minutes break (if needed).

10) The customer will arrange with the name of the venue..... a **free reserved parking** space for the pianist, as close as possible to the entrance, from one hour before the start of the performance.... to30 minutes after the end of the performance..... If it is required the **valet parking service**, the customer will provide to the performer a free valet parking validation at the arrival.

11) The customer will provide an **allowance of non-alcoholic beverages** during the performance. The pianist will not take or require food while performing.

12) The Performer will be permitted to **display her Business Cards** for the guests to take them freely by the piano.

13) At least **one month in advance** from the performance day, **the customer will communicate to the performer:**

- a- The List of songs requested (about 24 titles per hour) from her repertory. If none, or not enough to fill the performance duration, the pianist will be free to select the songs for her performance.
- b- Name and contact information (phone # and e-mail address) of the person in charge of the event at the venue.
- c- Songs selected for each of the different sections of the wedding ceremony, as well as the text of the ceremony.
- d- Name and contact information (phone # and e-mail address) of the Minister for the wedding ceremony, to coordinate the ceremony music that he/she will accept, as well as other related logistics.

14) At least **one week in advance** from the performance day, **the customer will communicate to the performer:**

- a- Arrangements made as indicated in paragraph # 10 (free parking).
- b- Name of the person indicated in paragraph # 2.b) (helper to pack and unpack the equipment).
- c- Name of the person who will orient and provide appropriate directions to the pianist during the sections of the wedding ceremony, to enable her to perform synchronously, especially if she cannot be located where she can view the central focus of said ceremony.
- d- Layout information where to set up her piano for the ceremony and the later performance.

15) The Performer will not be liable for failure to appear or perform its obligations under this agreement in the event that such failure is caused by or due to the acts or regulations of public authorities, civil tumult, inclement weather, sickness, accident or any other legitimate cause beyond the control of the performer. In the event of such non-performance, only if the causes mentioned affected the Performer, the deposit payment advanced to the pianist shall be returned promptly to the customer.

16) The pianist will not perform or place her equipment in the open under the direct sun or rain, so they **need to be placed under a roof, awning or gazebo**, no matter the weather conditions.

17) **By paying the amount** indicated in paragraph # 2, the customer is **accepting and committing** to all the terms of this agreement written above from the moment that the customer pays the deposit by cash or from the moment that the check received by the pianist is cashed. If there are not enough funds in the customer's account at the moment the performer tries to cash it, this whole agreement becomes invalid. By receiving the cash or cashing the check sent by the customer, the pianist is accepting and committing to all the terms of this agreement written above.

Signed: _____ - Date: *the CUSTOMER* *Claudia Sanchez – the PERFORMER*

