

FINALDRAFT
Performance Agreement

THIS AGREEMENT, made and entered into this ___ day of _____, _____ by and between _____ (“The Buyer”), having their principal place of business at _____, _____, _____ and Thomas R Castonzo (“The Vendor”), having their principal place of business at 1700 Burr Oak Rd., Homewood, IL, referred to herein collectively as the “Parties.”

WHEREAS, THE VENDOR is in the business, of among other things, creating, and performing music for public and private purposes, and THE BUYER is in the business of purchasing musical services, musical content and entertainment services for such;

WHEREAS, THE BUYER has engaged the services of THE VENDOR in designing and, developing and deploying a musical presentation for an event, which should include all necessary sound reinforcement as long as this contract is in effect, or until a provision is made stating otherwise by both parties.

THE VENDOR will retain all intellectual property rights, all assignable rights or other rights to the works created by the Vendor, detailed in Exhibit A below, unless specifically stated and agreed upon in writing.

THE VENDOR will provide live music from __:__ to __:__. There will be one fifteen minute break per every hour of performance by THE VENDOR. Overtime will be assessed at \$105.00 per hour per musician or \$35.00 per hour for support staff members.

THE BUYER will send a deposit to THE VENDOR for the sum of \$_____. by _____.
The balance, \$_____, is due immediately following the performance. All payments will be made payable to: Thomas R, Castonzo

DEFINITIONS:

‘Performances’ are to be defined as any aural or visual presentation executed by THE VENDOR or any of his agents.
“Agents” are to be defined as any employee or sub-contractor commissioned by THE VENDOR to support with or participate in the BUYER’S event.

1. REPRESENTATIONS AND WARRANTIES

- (a) THE BUYER and THE VENDOR each represent and warrant to, and agree with, the other that: No part of the performance will be recorded without permission from the VENDOR.
 - (i) they have the power and authority to enter into this Agreement and to fully perform their respective obligations hereunder, and this Agreement has been duly executed by it and constitutes a valid and enforceable obligation of it;
 - (ii) the agreement complies with all federal, state and local laws, rules and regulations.
 - (iii) they own or control all rights to the content and programming elements mentioned herein and are empowered to grant the rights, licenses and privileges hereunder;

2. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between THE BUYER and THE VENDOR with respect to the subject matter contained herein, and no waiver, modification, alteration or amendment of any of the terms or conditions contained herein shall be effective unless and until set forth in writing, duly signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written by their duly authorized representative.

THE BUYER's Name

THE VENDOR's Name

BY: _____

BY: _____

NAME: _____

NAME: _____

DATE: _____

DATE: _____

EXHIBIT A

DELIVERABLES DUE:

1. Live musical performance.