

**PERFORMANCE AGREEMENT**

THIS CONTRACT (the "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Execution Date"),

**BETWEEN:**

Martins Dale and Rose Harry of  
(the "Client")

Roswell GA 30076

**OF THE FIRST PART**

- AND -

Joel Dallow  
(the "Performer")

**OF THE SECOND PART**

**BACKGROUND:**

- A. The Performer is a professional entertainer.
- B. The Client wishes to engage the Performer subject to the terms and conditions as follows:

**IN CONSIDERATION OF** and as a condition of the Client hiring the Performer and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement agree as follows:

**Business Address of the Performer**

- 1. Any payments by check or money order should be made out to Joel Dallow.  
The Performer's business address is as follows:  
Address:  
Telephone:  
Email:

**Business Address of the Client**

- 2. The Client's business address is as follows:  
Address:  
Telephone:  
Email:

**Venue**

3. The place of performance (the "Venue") is located at:

Name: private home

Address: Roswell GA 30076

Telephone: \_\_\_\_\_

**Performance**

4. The entertainment to be provided by the Performer is generally described as solo cello music for wedding ceremony (the "Performance").

**Date and Time of Performance**

5. The Performance will consist of one show on the date and between the times indicated in the table below and the Venue will be available for set-up and sound check at the date and time also indicated in the table:

Set-up Time and Date	Date of Show	Start Time	End Time
4:15pm February 25, 2023	February 25, 2023	5:00pm	6:00pm

**Payment**

6. In full consideration for all services rendered by the Performer at the Performance, the Client agrees to pay the Performer a fixed fee of \$ \_\_\_\_\_ USD (the "Fee").

**Deposit**

7. The Client will pay to the Performer \$ \_\_\_\_\_ .00 USD as a deposit (the "Deposit") by January 27, 2023. If the Client fails to provide the Deposit promptly by January 27, 2023, the Performer may cancel this Agreement without further obligation.

**Performer Expenses**

8. The Performer agrees that the Fee is inclusive of all expenses, accommodations, holiday entitlements, traveling expenses to and from the Venue and covers any costs incurred by the Performer whatsoever, except as expressly provided in this Agreement.

**Payment of Balance**

9. The Client will pay to the Performer any outstanding balance of the Fee in cash, money order, certified check, or online payment by February 11, 2023.

### **Cancellation**

10. The Performer reserves the right to cancel this Agreement without obligation upon written notice to the Client prior to January 20, 2023. In the event the Performer cancels the Performance under the terms of this section, the Deposit will be returned to the Client promptly.
11. The Client reserves the right to cancel this Agreement without obligation upon written notice to the Performer prior to February 25, 2023. In the event of said cancellation, the Deposit will be returned promptly. Cancellation by the Client for any reason later than February 25, 2023 will result in forfeit of the Deposit. Cancellation by the Client later than February 25, 2023 will also require payment of any outstanding balance of the full Fee.

### **Non-performance by the Client**

12. Those obligations of the Client required to be met prior to the Performance are conditions precedent which must be satisfied in full by the Client before the Performer is required to perform unless otherwise agreed to by all parties in writing. If the Client cancels or postpones the Performance, or any show comprising the Performance, without proper notice or fails to make any payment or fails to perform any other condition precedent as required by this Agreement then the Client will be in breach of this Agreement and the Performer will have no further obligations under this Agreement. The Client will forfeit any Deposit already paid to the Performer.

### **Security Deposit**

13. The Performer will not be required to post a security deposit against any or all possible damage related to or arising from the Performance.

### **Force Majeure**

14. Neither the Performer nor the Client will be held liable for any failure to perform its obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labor difficulties or strike, inclement weather, epidemic or pandemic, interruption or delay of transportation service, medical emergency, acts of God, or any other legitimate cause beyond the reasonable control of the Performer and the Client..

### **Sickness and Accidents**

15. The Performer agrees to meet its obligations under this Agreement subject to legitimate incapacity by sickness or accident. If the Performer cannot perform due to sickness, accident, or Force Majeur, he will use commercially reasonable best efforts to find a suitable replacement cellist for the Performance. Failure to meet his obligations under this section will result in the Performer returning any and all outstanding deposits to the Client.

### **Recording of the Performance**

16. Recording of the Performance is permitted by the Client, a third party vendor contracted by the Client for photography or videography, or guests. However, the Performance may not be transmitted by any means whatsoever, electronically or otherwise, under this Agreement. For example, neither Client, Client's guests or vendors may post video of the Performance on YouTube, TikTok, Facebook, Instagram, Snapchat, LinkedIn or any other publicly accessible site without Performer's express consent as set forth in a licensing agreement. If the Client wishes to transmit the Performance, for example, by uploading it or posting it on a wedding website, the parties must enter a separate licensing agreement. It is the responsibility of the Client to enforce this provision among its contractors and guests.

### **Merchandising**

17. The Performer will not be permitted to display or offer for sale CDs, tapes and other items at the Performance.

### **Exclusivity**

18. The Performer will perform exclusively for the Client throughout the actual period of services of this Agreement unless otherwise provided by the Client in writing. The Performer at the time of signing this Agreement will not be under any contract to a third party that might preclude the Performer from fulfilling the requirements of this Agreement.

### **Indemnification**

19. The Performer is responsible only for his own conduct. The Performer will be compensated by the Client for any and all damage done to the Performer's equipment by the Client, its agents or guests. The Client indemnifies and holds the Performer harmless for any and all property damage or personal injury that results from or is related to the Performance that is not directly and wholly caused by the Performer.

### **Permits**

20. The Client warrants and represents that it has obtained any and all permits, approvals, licenses and variances necessary for the Performance.

**Governing Law**

21. This Agreement will be governed by, and construed in accordance with, the laws of the State of Georgia. The Client and the Performer each submit to the jurisdiction of the courts of the State of Georgia for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

**Covenant of Good Faith and Fair Dealing**

22. The Client and the Performer agree to perform their obligations under this Agreement, in all respects, in good faith.

**Additional Clause**

23. Performer will perform only indoors due to the fragility of his ancient instrument.

**Miscellaneous Terms**

24. Time is of the essence in this Agreement.
25. This Agreement may be executed in counterpart. Facsimile signatures are binding and are considered to be original signatures.
26. No part of the Performance may consist of acts in violation of any local laws, codes, statutes, ordinances, regulations, rules or any other requirements including building and fire regulations. If the Performer violates this section, the Client may immediately cancel the Performance and this Agreement.
27. The Performer's representative warrants that by signing this Agreement it has the authority to bind the Performer to the terms and conditions of this Agreement.
28. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

29. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
30. This Agreement contains the entire agreement between the parties and cannot be changed except by written instrument subsequently executed by the parties to this Agreement. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made to the Client by the Performer, or to the Performer by the Client, in the negotiation stages of this Agreement may in some way be inconsistent with this final written contract. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
31. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Performer's successors, assigns, executors, administrators, beneficiaries, and representatives, and the Client's successors and assigns.
32. The Performer specifically warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. The Performer indemnifies the Client for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the Performance.
33. The Client will be responsible for providing suitable power and electricity for the Performance.
34. It is the intent of the parties to this Agreement that the Performer is an independent contractor and will control the manner and means of the Performance. The Client will control the scheduling of the Performance. The Performer is not an employee of the Client. The exclusive nature of this Agreement is limited to the duration of the Performance and it is expected that the Performer will enter other similar agreements with other clients.
35. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven days after being placed in the mail, postage prepaid, to the

parties at the respective addresses contained in this Agreement or as the parties may later designate in writing.

**IN WITNESS WHEREOF** the Client and Performer have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Martins Dale and Rose Harry

\_\_\_\_\_  
Joel Dallow