

## CONCERT PERFORMANCE AGREEMENT

**THIS ENTERTAINMENT AGREEMENT** is made this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ (**PROMOTER/VENUE**) and **Silvertung aka Tungnation Entertainment** (hereinafter referred to as **ARTIST**), by and through their designated agent or representative (Manager) identified below.

**WHEREAS**, Promoter produces and promotes live performances (hereinafter referred to as the "Concert"); and

**WHEREAS**, Promoter desires to hire Artist, as independent contractor(s), to provide live entertainment; and

**WHEREAS**, Artist desires to provide such performance at the Concert;

### **THE PARTIES AGREE TO:**

1. **Artist:** Silvertung (aka Tungnation Entertainment) will appear during the performance for the amount set forth in section 7.
2. **Manager/Representative:** The name and address of Manager, who is executing this Agreement on behalf of Artist, is:  
David Snowden Promotions  
1010 Meadow Glen Road  
Baltimore MD 21220
3. **Place of Performance:** The place of performance is at:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. **Date(s) and Time(s) of Performance:** The date(s) of the performance shall be: \_\_\_\_\_, 20\_\_\_\_ and the time of the performance shall be \_\_\_\_\_. This performance shall have a duration of at least \_\_\_\_\_ minutes.
5. **Performance:** The entertainment to be provided by the Artist is generally described as: Rock/Heavy Rock/Original Music with the option of a few select cover songs in same genre of music.
6. **Agreement to Perform:** Artist agrees to provide the performance in accordance with the terms of this agreement and any addendums or riders hereto.

7. **Price of Performance:** Buyer agrees to pay Artist \$\_\_\_\_\_ DOLLARS for the Performance by check or direct deposit immediately following the Performance, check shall be made payable to Tungnation Entertainment.
8. **Recording, Reproduction or Transmission of Performance:** Promoter will use its best efforts to prevent the recording, reproduction or transmission of the performance without the written permission of Artist or Artist's representative.
9. **Excuse of Obligations:** Promoter and Artist shall be excused from their obligations hereunder in the event of proven sickness, accident, riot, strike, epidemic, act of God or any other legitimate condition or occurrence beyond their respective control.
10. **Taxes:** Promoter agrees to prepare and file all tax information required of a person who hires an independent contractor and Artist agrees that they have sole responsibility for the payment of any federal taxes arising from the monies paid by Promoter to Artist for the performance.
11. **Independent Contractor:** Artist acknowledges that they shall perform their obligations hereunder as an independent contractor and not as an employee of Promoter. Artist further acknowledges that they are not on Promoter's payroll, social security or tax withholding rolls. Artist shall have sole control and direction in the conduct of the Performance.
12. **Merchandising:** Artist shall retain the right to sell their goods, merchandise (t-shirts, CD's, stickers, jackets, drumsticks, picks, jewelry, et al) at their pricing discretion and retain 100% of all money collected from such sales. Artist acknowledges they are solely responsible for any Federal and State tax from the sale of merchandise.
13. **Promotion:** Promoter shall be entitled to advertise and promote the appearance of SILVERTUNG at the concert and performance. Artist acknowledges that Promoter will rely on the terms hereof in all such promotions and advertising. Promoter may use Artist names, photographs, likeness, facsimile signature, band logo and any other promotional materials in such promotions, advertising or other activities used to increase attendance at the concert.
14. **Parking:** Promoter shall provide parking spaces for vehicles in a location of close proximity to and with direct access to the backstage area where performance will take place on the date(s) of performance. Parking spaces will be reserved for Artist bus/trailer/cars for a period of five (5) hours prior to the performance and ending three (3) hours following the performance.

15. **Security:** Promoter shall provide security for the backstage and stage areas before, during and after the performance. Promoter shall provide security personnel to protect Artist and their property.
16. **Passes:** Promoter shall provide identification passes to Artist, Artist crew, management and assistants for the backstage and stage where performance is to be held.
17. **Stage:** At its sole expense, Promoter shall furnish the stage, stage lighting, sound and power for the performance.
18. **Dressing Rooms:** Promoter shall provide Artist with one (1) private dressing room, which will be clean, dry, well lit and air conditioned/heated. Promoter shall also provide Artist with one (1) case of bottled water, clean towels, (1) bottle of Coldcock Whiskey and catering for four (4) band members and two (2) road crew.
19. **Authority to Execute:** The Manager who is executing this Agreement on behalf of Artist hereby warrants and represents that he has the full power and authority to bind Artist on whose behalf he is executing this Agreement and acknowledges that he is making this representation and warrant with the understand that Promoter is relying thereon.

**THE LAWS** of the State of Maryland shall govern this Agreement. In the event of any dispute with respect to any matter arising out of this Agreement, such dispute shall be submitted to the American Arbitration Association (AAA) in accordance with the rules thereof. The decision and award of the Arbitrator shall be final and binding.

IN WITNESS WHEREOF, this Agreement is executed on the date first above written.

PROMOTER:

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Name

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Signature

MANAGER:

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Name

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Signature