**Ironcore Resistance**

**Performance Agreement**

THIS AGREEMENT for the personal services of performing artist(s) on the engagement described below between the undersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as purchaser of performance services (“Purchaser”) and the undersigned artist or ensemble and/or its agent (“Artist”) is made this \_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **Basic Terms**
2. Name of Artist/Band: Ironcore Resistance

Address: 1631 Walnut Street

Benton, Kentucky 42025

Telephone: 270-205-1708

Email Address: [ironcoreresist@gmail.com](mailto:ironcoreresist@gmail.com)

Cc: [Lunaroadmanager@gmail.com](mailto:Lunaroadmanager@gmail.com)

1. Place of EngagementVenue:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name and Address)

1. POC at Venue:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name and Phone Number)

1. Date(s) of Services:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Number of sets and duration:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Time for load in: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. Time for sound check: One hour after arrival.
5. **Payment of Artistic Fees:**
6. Compensation Agreed Upon: $900 Guarantee
7. Amount of Deposit: 50% Date Due: Within 3 business days of signing contract.
8. Time of Payment: Remaining fees will be paid no later than 30 minutes prior to show time.
9. Artists requests checks/ money orders be made payable to David Willie
10. The Artist’s Contractual Provisions are attached and incorporated herein. Artist requires that the Purchaser sign and return the attached provisions, which are an integral element of this agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Artist Signature) (Purchaser Signature)

**Contractual Attachment**

Artist and Purchaser agree that the following provisions are incorporated into the contract to which it is attached and made part thereof, said contract being signed and dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The parties agree that the terms of this attachment prevail over the terms of any other document relating to and a part of the contract in which this attachment is incorporated.

1. PAYMENT AND COMPENSATION. Purchaser will make payment by cash, check, or money order for 50% of guarantee rate within 3 days of signing contract. Remaining monies shall be paid no later than 30 minutes prior to show time. Artist can provide W-9 upon Purchaser’s written request.
2. ARTIST’S RIGHT TO TERMINATE. If Artist is entitled to deposit payment as provided above, and the deposit has not been paid within the time specified, Artist shall have the right to terminate this agreement without any further obligation.
3. CANCELLATION. Artist reserves the right to cancel this Agreement without obligation upon notice to Purchaser thirty (30) days in advance of the Performance date. In the event of the Artist’s cancellation, the deposit payment shall be returned promptly. If Purchaser cancels performance less than thirty (30) days before performance, Purchaser will forfeit any deposits previously paid to Artist in advance. If Purchaser cancels the performance less than two weeks before performance, Purchaser will pay Artist 25% of remaining guaranteed fee for the performance. The parties agree that such payments are reasonable in light of anticipated or actual harm caused by the cancellation and the difficulties of proving the actual damages to the Artist.
4. FORCE MAJEURE. Neither Artist nor Purchaser shall 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, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, or any other legitimate cause beyond control of Artist and Purchaser.
5. SICKNESS AND ACCIDENTS. Artist’s agreement to perform is subject to proven detention by sickness or accident. In the event of such non-performance, the deposit payment advanced to the Artist shall be returned promptly.
6. PROMOTION AND PRODUCTION. Purchaser shall be responsible for all matters pertaining to the promotion and production of the scheduled engagement, including but not limited to venue rentals, security, and advertising. Purchaser agrees to promote the scheduled performance(s) and will use its best efforts to obtain calendar listings, feature articles, interviews of Artist, reviews of performance and Artists recordings in all local prints, radio, and television media. Purchaser shall forward all copies of clippings, reviews, and posters to Artist. Artist agrees that Purchaser may use Artist’s name, pictures, photographs, recordings, and other likenesses in connection with advertising and publicizing the engagement(s) hereunder, but such use shall not be without prior approval of Artist.
7. TICKETS AND TICKET SALES. Purchaser agrees that tickets shall be numbered consecutively and shall be available at the following prices:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Artist’s representative shall have the right to inspect all ticket records and to be present in the box office prior to and during the performance if requested. Free admission shall not exceed \_\_\_\_\_\_\_\_% of total tickets.
8. COMPLIMENTARY TICKETS. Unless otherwise agreed, Purchaser will allow \_\_\_\_\_\_\_ guest tickets per performance.
9. SALE OF MERCHENDISE. The Purchaser agrees to allow the Artist to retain all proceeds from sales of merchandise to include, but not limited to books, photographs, recordings, clothing, and any other merchandise related to Artist. Purchaser agrees to provide one 6-foot table and two chairs, or other accommodations mutually determined to be appropriate to the venue, for merchandise sales. Merchandise will be prominently placed to maximize sales. Purchaser will not permit the sale of any other merchandise bearing Artist’s trademarks or image. If a percentage of gross merchandise sales is required to be paid to Purchaser, this will be paid immediately after performance and the percentage will not exceed \_\_\_\_\_%.
10. VIDEO AND AUDIO TAPING. Purchaser shall not, and shall not permit any person to, record, broadcast, or digitally stream in any manner whatsoever, Artist’s performance without prior express writing consent from Artist. Artist and/or his designees shall have the right to record the performance and to use the recordings as Artist sees fit. Purchaser shall have no interest or rights of any kind whatsoever in or to any such recordings of Artist’s performance during this engagement.
11. TECHNICAL RIDER. Sound and/or lighting equipment and/or services shall be set forth in more detail in a Technical Rider signed by both parties and attached and incorporated hereto.
12. DRESSING ROOM. Purchaser shall provide one safe, clean dressing room with lock. Special arrangements shall include: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
13. HOSPITALITY. Unless otherwise indicated, Purchaser will provide an allowance of hot and cold beverages in the dressing room for the sole use of band and crew members. Special arrangements shall include: 2 double bed hotel rooms, one meat/vegetable tray, one bottle Jameson Irish Whiskey, one bottle of Hot Damn, a case of water, small pack of Red Bull, 4 stage towels, and 2 loaders at venue.
14. SECURITY. Purchaser shall provide adequate security as to guarantee the safety of audience and the Artist. Purchaser will ensure that no unauthorized persons will have access to the stage or backstage area, and the band will provide the names of persons or guests authorized to be backstage and/or identify authorized persons with an identifying tag to wear. Purchaser shall be responsible for any theft or damage to the equipment of the Artist that may occur during the time that equipment is located on Purchaser’s premise. Special arrangements shall include: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
15. BACKGROUND MUSIC. Artist shall provide all background music (if needed) to be played before and after Artist’s performance.
16. PYROTECHNIC DEVICES. No pyrotechnic devices shall be used without prior express written consent of both Artist and Purchaser. Any device shall be subject to applicable fire laws and shall be administered by a person with professional experience in pyrotechnics. Purchaser shall be responsible for obtaining all applicable permits.
17. INSURANCE. Purchaser shall obtain and maintain, at its own expense, adequate personal injury and property damage liability insurance coverage and such coverage shall extend to all activities related to Artist’s engagement and performance, including set-up time and take down. Except for claims arising from Artist’s willful or intentional acts. Purchaser shall indemnify Artist for any third-party claims.
18. ASSIGNMENT, ENTIRETYOF AGREEMENT, GOVERNING, JURISDICTION, AND MEDIATION. This agreement cannot be assigned or transferred without written consent of Artist. This agreement constitutes the entire agreement between the parties. No modification shall be enforceable except in writing and signed by the parties hereto. This agreement shall be governed by the laws of the state of Kentucky. In the event any dispute arising under this agreement results in litigation, arbitration, or mediation, such action or proceeding shall be brought within the state or federal courts of Kentucky.
19. SEVERABILITY. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions of this Agreement are declared to be severable.
20. REPRESENTATIVE’S AUTHORITY TO CONTRACT. By signing this document, the representative and/or agent of the Purchaser hereby represent that such person is duly authorized and that the Purchaser agrees to be bound by the provisions of this Agreement.

(Purchaser Signature) (Date)

(Artist Signature) (Date)

Graphical user interface

Description automatically generated