

Chris Davis

PERFORMANCE AGREEMENT

This agreement made on _____

Between

Chris Davis - AKA Chris Devious/Lord Livingstone/Meltfire

(hereinafter referred to as "THE ARTIST")

84 Richfield Road
Port Levy
RD 2 Diamond Harbour
8972
New Zealand

Mobile 0274 246 244
Email contact@chrisdavis.co.nz
Website www.chrisdavis.co.nz

And

(hereinafter referred to as "THE PRESENTER")

Address:
Phone:
Fax:
Email:
Web:
Mobile Phone:

1. PERFORMANCE INFORMATION

SHOW TITLE(S):

SCHEDULE:

TOTAL GROSS FEE:

2. CANCELLATION POLICY

THE PRESENTER may cancel the agreement no later than 7 days after receipt, if the agreement is not cancelled in writing before that time.

A cancellation fee of \$200 (NZ) will be payable to the ARTIST should THE PRESENTER choose to cancel the performance date.

3. OTHER COSTS AND TAXES

THE PRESENTER understands that the TOTAL GROSS FEE, as listed in clause 1 above, is the total amount payable to THE ARTIST, and that all local costs shall be the responsibility of THE PRESENTER, including GST, foreign tax, income tax, hall rental, amusement taxes, and any other taxes in connection with the engagement including airport departure tax where applicable.

4. ACCOMMODATION

If necessary, THE PRESENTER will provide, at their own expense, overnight accommodation in a conveniently located hotel or motel.

PLEASE ENTER HOTEL ADDRESS AND PHONE HERE:

5. TRAVEL

THE PRESENTER will cover travel costs as agreed to by both parties, either purchasing tickets for THE ARTIST before the event or reimbursing THE ARTIST at time of final payment.

6. TECHNICAL REQUIREMENTS -

INDOOR

THE PRESENTER shall allow THE ARTIST no less than ____ hour(s) of set up and rehearsal time.

It is understood that it is the responsibility of THE PRESENTER to provide, at their own expense, a heated/cooled, clean, well-lit performance space that has been cleared of any debris prior to the allotted set and rehearsal period.

THE PRESENTER shall provide, at their own expense, a qualified technician, when required, to assist before, during, and after the performance.

THE PRESENTER shall be responsible for providing all front of house staff reasonably required for the performance. There shall be a proper dressing area for THE ARTIST with washroom facilities.

OUTDOOR

In the case of festival performances occurring outside, change facilities immediately adjacent to the performance are not necessary, however access to a nearby bathroom or wash facility would be appreciated.

7. PUBLICITY

THE PRESENTER has permission to use the name and likeness of THE ARTIST in any promotion connected directly with the engagement. It is understood that the permission is valid only until the completion of the final performance on the agreed schedule. THE PRESENTER is responsible for the cost and duties of promoting the engagement.

THE ARTIST shall make suitable press and artwork materials available electronically via email or downloadable from THE ARTIST'S website at www.chrisdavis.co.nz

8. DOCUMENTATION

THE PRESENTER agrees to prevent the broadcasting, filming, or reproduction by any other device of THE ARTIST'S performance or any part thereof without prior consent of THE ARTIST.

THE PRESENTER understands that all photographs, posters and images supplied by THE ARTIST, and the scripts performed, are the property of THE ARTIST and such are protected under the copyright act and cannot be used after the engagement date without prior approval.

In the event of festival performances, THE ARTIST grants permission for common tourist photography and documentation by festival coordinators.

9. ACTS OF GOD

In case of sickness or accident to THE ARTIST rendering them physically incapable of performing, or if the performance is rendered impossible or unfeasible by any act or regulation of any public authority, civil tumult, strike, epidemic, interruption or delay of transportation facilities, or by any other cause beyond the control of THE ARTIST, it is understood and agreed that there shall be no claim for damages by either party to this

agreement, and THE ARTIST'S obligation as to performance shall be deemed as waived. It is understood that, should any event occur that prevents the engagement from continuing as scheduled, THE PRESENTER may reschedule the performance for a later date upon mutual agreement between both parties.

In cases where weather preempts outdoor performances, an alternate indoor location may be provided upon mutual agreement.

All fees must still be paid in full for any performance moved to an alternate indoor location.

BOTH PARTIES CERTIFY HAVING READ EACH AND EVERY CLAUSE
ON ALL PAGES OF THIS AGREEMENT AND THOSE CONTAINED IN
ANY ADDENDUM.

(Please initial each page of this agreement and sign below)

For THE PRESENTER

DATE _____

For THE ARTIST

DATE _____