

Performance Agreement

This Performance Agreement (“Agreement”) is entered into on ____ (date) between:

Performer: Emme Rain (“Artist”) Business Entity: _____

Address: _____

Email: bookings@emmerain.com | Phone: _____

and

Presenter/Promoter: _____ (“Client”)

Company Name: _____ Address: _____

Email: _____ | Phone: _____

1. Event Details

Event Name: _____

Venue: _____

Address: _____

Date: _____

Performance Time: _____ to _____ (include sound-check time if applicable)

Set Length: ____ minutes

2. Compensation

- **Performance Fee:** \$3500, \$5000, \$10,000 USD
- **Deposit (non-refundable):** 50% (\$____) due upon signing.
- **Balance:** Due **no later than** the day of show 2 hours **before performance**.
- Payments accepted via  credit card,  cash,  Zelle,  PayPal Business, or direct bank transfer.

3. Travel & Accommodation

If the event is more than 120 miles from Artist’s base city, Client agrees to cover:

- **Round-trip travel** (airfare or mileage)
 - **Hotel lodging** (minimum 3-star) for 1 night(s) for Artist + 3 person crew.
 - **Ground transportation** between airport, hotel, and venue.
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4. Technical & Hospitality Rider

Client shall provide the following unless otherwise agreed:

- Professional **sound system**, 1 wireless handheld microphone, DJ table or USB inputs.
 - **Sound check** at least 1 hour before doors open.
 - **Dressing room / greenroom** with water, light snacks, mirror, seating, and secure storage.
 - If Artist supplies a **DJ or band**, additional tech requirements will be provided in a separate **Stage Plot & Input List**.
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5. Merchandise & Promotion

- Artist may sell **merchandise** at the venue with 100 % of proceeds retained by Artist unless otherwise negotiated.
 - Client agrees to list “**Emme Rain**” on all promotional materials and digital advertising related to this event.
 - Client may use Artist-approved photos and logo strictly for event promotion.
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6. Cancellation & Force Majeure

- **If Client cancels** within 30 days of event, the deposit is forfeited and the remaining balance (50 %) is due.
 - **If Artist cancels**, all deposits will be refunded within 10 business days.
 - Neither party shall be liable for cancellations due to acts of God, war, public emergency, or government restriction (“Force Majeure”).
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7. Recording & Broadcast

No video or audio recording of the performance may be distributed or broadcast without written consent from Artist.

Fan-filmed social clips (≤ 90 seconds) are permitted for social-media sharing with proper credit (@EmmeRainOfficial).

8. Liability & Indemnification

Client agrees to maintain appropriate event liability insurance and to hold Artist harmless from claims arising from the event except in cases of Artist’s gross negligence.

9. Independent Contractor Status

Artist is an independent contractor and not an employee of the Client. Client shall not withhold taxes or benefits.

10. Entire Agreement

This document constitutes the full understanding between both parties and supersedes any prior discussions or correspondence.

Changes must be in writing and signed by both parties.

Accepted and Agreed:

Performer / Artist

Presenter / Promoter

_____(Signature) _____(Signature)

Name: Emme Rain

Name: _____

Date: _____

Date: _____