

**7 Points of Deception**  
**PERFORMANCE AGREEMENT**

WHEREAS \_\_\_\_\_ (“**Client**”) desires to engage 7 Points of Deception (“**Performer**”) to provide entertainment services (“**Entertainment**”) at an event.

WHEREAS the Performer consents to providing the Entertainment at the Client’s event subject to the terms and conditions of this agreement (“**Agreement**”).

IN CONSIDERATION of the mutual covenants and promises, the Client and the Performer (individually, each a “**Party**” and collectively, the “**Parties**”) covenant and agree as follows.

## **1. THE ENTERTAINMENT**

The Performer agrees to provide the following Entertainment at the Client’s event:

\_\_\_\_\_

The Client shall submit any preferences from the Performer’s portfolio of services not less than \_\_\_\_\_ prior to the Event Date.

## **2. THE EVENT**

The Performer will provide the Entertainment to the Client at the following location and time (“**Event**”):

Venue : \_\_\_\_\_  
Venue Address : \_\_\_\_\_ (“**Venue**”)  
Event Date(s) : \_\_\_\_\_ (“**Event Date**”)  
Event Time : \_\_\_\_\_ (“**Event Time**”)  
Minimum Time : \_\_\_\_\_ (“**Minimum Time**”)

## **3. PAYMENT**

3.1 In consideration of the Performer providing the Entertainment, the Client shall pay the Performer a total engagement fee of \$ \_\_\_\_\_ (excluding any taxes).

3.2 The Parties agree that the Fee shall be payable in the following manner:

Non-Refundable Deposit (“**Deposit**”) : 50%

Balance Fee (“**Balance Fee**”) : \_\_\_\_\_

3.3 If the Performer is requested to continue delivering the Entertainment beyond the Minimum Time, the Client shall pay the Performer for the additional Entertainment at the hourly rate of \$ \_\_\_\_\_ per hour or part thereof (excluding any taxes).

3.4 The Deposit shall be paid to the Performer at the execution of this Agreement. Should the Client fail to make payment at the agreed time, such failure shall be deemed to be a breach of contract and the Performer shall be entitled to refuse the provision of the Entertainment.

3.5 The Balance Fee shall be paid to the Performer on the Event Date at the end of the Event.

3.6 The refusal by the Performer to provide the Entertainment pursuant to Clause 3.5 shall not in any way excuse the Client's obligation to pay the Balance Fee and shall not in any way be deemed to be a waiver of such obligation by the Performer. Any late payment of the Balance Fee beyond the Event Date shall be subject to interest at the rate of 10% calculated on monthly rest, subject to a minimum payment of \$\_\_\_\_\_

## 4. REQUIREMENTS

4.1 To facilitate the delivery of the Entertainment by the Performer, the Client shall ensure that the following minimum requirements ("**Requirements**") are met not later than the arrival of the Performer at the Venue:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

4.2 If the Requirements are not met, the Performer shall be entitled to refuse to deliver the Entertainment.

4.3 The failure to provide the Requirements at the due time shall be deemed to be a breach of contract by the Client.

## 5. OBLIGATIONS OF THE PERFORMER

Pursuant to the terms of this Agreement, the Performer shall be obligated to: a) have all the equipment necessary of adequate quality and in good working order to deliver the Entertainment; b) arrive at the Venue at least 1 hour prior to the Event Time of each performance for setup of equipment and rehearsals; c) have all equipment set up and soundcheck completed not than 45 minutes prior to the Event Time; d) perform the Entertainment on a continuous basis except for designated break times to be agreed; e) accommodate guest requests where possible without compromising overall event experience and Performance; and f) to be liable for the acts of its agents, employees, contractors, co-performers and representatives during their presence at the Venue.

## **6. OBLIGATIONS OF THE CLIENT**

Pursuant to the terms of this Agreement, the Client shall be obligated to: a) make payment of the Fees in full at the agreed times; b) provide the Requirements; c) provide a safe working space for the Performer (and any co-performers and assistants) to deliver the Entertainment; d) provide adequate and safe electric power supply; and e) provide the Performer (and any co-performers and assistants) with appropriate dressing room facilities.

## **7. SECURITY AND RIGHT TO STOP DELIVERY**

The Client shall be under a continuing obligation to provide reasonable and adequate security arrangements taking into consideration the number of persons at the Event, including uninvited guests. If any breach of the security measures takes place, the Performer shall have right to stop delivery of Entertainment without being in breach of contract if in the opinion of the Performer there are reasonable grounds to believe that there is danger of injury to himself/herself (and any co-performers and assistants) and/or damage to his/her equipment.

## **8. DAMAGE TO PERFORMER'S EQUIPMENT**

8.1 On completion of the Performer's set up prior to the start of the Event Time, the Client shall inspect the equipment to ensure that it is functioning as required and that it is undamaged. Any damage shall be brought to the attention of the Performer and noted by the Parties.

8.2 From the time of the inspection, the Client agrees to pay for any damage to the Performer's equipment caused by any acts of attending guests or other persons not associated with the Performer or due to the negligence or misconduct of the Client.

## **9. RECORDING OF EVENT**

With the exception of any recording by the Client for limited private use, no part of the Entertainment may be recorded, broadcast or transmitted in any way unless specifically agreed to in writing by the Performer. The recording restriction shall extend to all attending guests and other persons and the Client shall inform them accordingly.

## **10. CANCELLATION AND TERMINATION**

10.1 This Agreement shall be deemed to be terminated for all purposes when the Parties have fulfilled their respective obligations pursuant to this Agreement in full.

10.2 If the Client cancels the Entertainment or terminates this Agreement for any reason, the Client must give notice of not less than \_\_\_\_\_ days' in writing to the Performer. The Performer shall be entitled to forfeit the Deposit in full and \_\_\_\_\_ of the Balance Fee shall become due and payable. If cancellation is within the notice period, including during the time of the delivery, the full amount of the Balance Fee shall become due and payable. Any Balance Fee payable following a cancellation shall be paid within 7 days of the cancellation.

10.3 If the Performer terminates this Agreement other than for the Client's breach of contract, the Performer must give notice of not less than \_\_\_\_\_ days' in writing to the Client. In such an event, all amounts paid by the Client to the Performer shall be refunded to the Client without deduction. On payment, the Performer shall be released from all obligations pursuant to this Agreement without any liability. If the Performer cancels the Entertainment or terminates this Agreement within the notice period without cause, the Performer shall be obligated to assist the Client to find a replacement performer. A failure to assist or a failure to find an adequate replacement shall be deemed to be a breach of contract by the Performer.

## **11. INDEMNITY AND LIMITATION OF LIABILITY**

11.1 The Client agrees to defend, indemnify and hold harmless the Performer from and against any claim, damage, liability, loss, cost or expense (including reasonable attorney's fees) from any party arising, directly or indirectly out of: a) a failure on the part of the Client to perform any of the obligations referenced in this Agreement; b) an inaccuracy or breach of any warranties, undertakings or representations made by the Client and shall extend to legal actions of whatever nature arising out of such actions; and c) the indemnity pursuant to this Clause shall not extend to any loss or liability that results from the criminal conduct, misrepresentation or negligence of the Performer.

11.2 The Client shall be liable for any injury to the Performer (and any co-performers and assistants) or damage to the Performer's equipment at the Event, if the injury and/or damage is caused by the Client or attending guests or other persons at the Event not associated with the Performer.

11.3 The liability of the Performer pursuant to this Agreement shall at all times be limited to the payments actually received by the Performer from the Client. The Performer shall not be liable for indirect or consequential damages arising from any breach of contract.

## **12. ENTIRE AGREEMENT**

This Agreement sets out the entire agreement and understanding between the Parties relating to the subject matter of this Agreement. There are no other conditions, promises, representations or undertakings between the Parties whether oral or written.

## **13. SEVERABILITY**

The Parties agree that if any provision of this Agreement becomes invalid or unenforceable for any reason: a) the offending provision shall be removed; and b) the remaining provisions of this Agreement shall be unaffected and continue to be valid and enforceable for all purposes.

## **14. AMENDMENT**

Any amendment to this Agreement must be mutually consented to by the Parties in writing.

## **15. WAIVERS**

A waiver of a breach of any term of this Agreement or of a default by any Party shall not constitute or be deemed to be a waiver of any other breach or default that may already have occurred, or which may occur. Unless consideration has been received, any such waiver shall not prevent the Party making the waiver from subsequently requiring compliance with the waived obligation or default.

## **16. DELAYS, INDULGENCES AND OMISSIONS**

A delay or indulgence or omission in exercising any right, power or remedy shall not be construed as a waiver.

## **17. NOTICES**

Any notice pursuant to this Agreement shall be in writing and may be sent by: (a) regular mail to the other Party at the address stated in this Agreement and shall be effective 2 days from the date of dispatch; or (b) if permitted in the jurisdiction, by email or other means of written/printed/displayed digital means of communication and such notice shall be deemed to be effective 24 hours after dispatch.

## **18. SUCCESSORS**

The provisions of this Agreement shall be binding on the respective successors and assigns and legal representatives of the Parties.

## **19. INDEPENDENT CONTRACTOR**

The Entertainer shall be engaged by the Client on an independent contractor basis and nothing in this Agreement shall be construed as giving rise to an employer/employee or principal/agent relationship between the Parties. The only compensation due to the Performer pursuant to this Agreement shall be that which is expressly referenced in this Agreement.

## **20. COSTS**

The Parties agree that they shall each bear their own respective costs for the preparation and negotiation of this Agreement.

## **21. FORCE MAJEURE**

The Performer shall not be liable to Client for any loss of damage that may arise out of a delay in the performance or non-performance of its obligations pursuant to the terms of this Agreement where the cause of the delay or non-performance is due to causes beyond the control of the Performer, including pandemic, epidemic, tempest, storm, flood, fire, sabotage, riots, civil unrest, acts and policies of any Federal or State government and/or their Agencies, power grid failure and Acts of God.

For the avoidance of doubt it is hereby agreed upon that any new outbreaks of the Covid-19 virus, and any mutations arising herefrom (e.g. Alpha-, Beta-, Gamma-, Delta-strain etc.), shall not be considered an act of god.

## 22. APPLICABLE LAW

This Agreement or any part of it shall be governed by, construed, and interpreted in accordance with the laws of the State of \_\_\_\_\_ and shall be subject to the exclusive jurisdiction of the federal and state courts located in \_\_\_\_\_ county \_\_\_\_\_ state

By signing below, I the client agree to the terms and conditions outlined in this document. If you are agreeing on behalf of a company, then you are confirming that you are authorised by the company to enter into this agreement.

**PRINT NAME** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_/\_\_\_\_/\_\_\_\_