

it's pronounced METROsexual

## PERFORMANCE CONTRACT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Sam Killermann "It's Pronounced Metrosexual" ("Performer") and \_\_\_\_\_ (the "Purchaser").

WHEREAS, the Performer has submitted to the Purchaser a proposal for the performance of certain services; and

WHEREAS, the parties hereto desire to reduce the terms of this Agreement in writing.

NOW, THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree as follows:

1. Purchaser's Duties. Purchaser agrees to contract the Performer for services as an entertainer. Purchaser agrees to the terms and conditions of the engagement and compensation for the Performer as set forth below in paragraphs 2 and 4. Purchaser agrees to provide a safe and secure stage/show area.

2. Performer's Duties. Performer agrees to provide entertainment services and to perform the engagement according to the terms and conditions as set forth below:

A. The Performer will provide entertainment services ("Performance") at the \_\_\_\_\_ (venue and location).

B. The Performer will provide his/her entertainment services on \_\_\_\_\_ (date) and the starting and finishing time of the engagement is: \_\_\_\_\_.

3. Approval of Other Performers. Both parties agree that the appearance of any other act(s) on the same bill as Performer will be subject to joint approval of Purchaser and Performer. Further, Performer agrees that substitute performers will not replace featured members of the group unless such request is approved in advance by Purchaser.

4. Payment. For the entertainment services described above, Purchaser shall pay the Performer \$2500. The Purchaser shall pay this amount upon completion of the Performance.

5. Independent Contractor. Performer is an independent contractor and is not an employee of the Purchaser. Performer is responsible for all wages, payroll tax withholdings, workers' compensation coverage and unemployment compensation coverage for other employees or individuals who are part of Performer's group.

6. Termination. This Agreement is subject to immediate termination upon written notice to the other party in the event of sickness, accidents, weather, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond the Purchaser's or Performer's control. In the event this Agreement is terminated pursuant to this paragraph, Purchaser shall not be obligated to compensate or make any payments to Performer.

7. Tickets. [Option 1: No tickets shall be sold for the Performance.]  
[Option 2: The Purchaser shall be responsible for selling all tickets for the Performance, at whatever price it deems appropriate, and the University shall retain all revenues derived from the sale of such tickets.]

8. Technical Requirements. The parties shall discuss and agree upon the technical aspects of Performer's performance. Such technical aspects will be summarized on a "General Rider" information sheet which shall be signed by both parties.

9. Complete Contract. This is a fully integrated contract. It is further understood that this Agreement contains the whole Agreement between Performer and Purchaser and this document supersedes any other terms, agreements, obligations, covenants, representations, statements or conditions, oral or otherwise or any kind whatsoever concerning this contract, not expressly set forth herein. Furthermore it is understood and agreed that this contract may not be changed, modified, or altered except by mutual agreement of both parties. All changes to the contract for this engagement must be signed by authorized signatories of both parties.

10. Assignment. This Agreement may not be assigned without the written consent of the other party. This Agreement shall be binding upon and inure to the benefit of, and shall be enforceable by and against the parties and their successors and assigns.

11. Governing Law. This Agreement shall be governed by and construed exclusively in accordance with the laws of the state of the performance. If any term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any

law governing this Agreement, the validity of the remaining portion shall not be affected thereby.

12. Authority. Each party hereby certifies that it has all necessary authority to execute and deliver this Agreement and to perform its obligations hereunder. Upon execution, this Agreement will be a valid and binding obligation of each party and enforceable in accordance with its terms.

13. Scanned Signatures. Any signed document transmitted by scanning and emailing shall be considered an original document and shall have the binding and legal effect of an original document. The signature of any party upon an emailed document shall be considered an original signature.

17. Notice. Any notice under this Agreement to the Performer shall be sufficient if mailed or emailed to the Performer as indicated below:

Sam Killermann  
It's Pronounced Metrosexual  
P.O. Box #684412  
Austin, TX 78768  
sam@itspronouncedmetrosexual.com

Any notice under this Agreement to the Purchaser shall be sufficient if mailed or emailed to the Purchaser as indicated below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals, one of which is retained by each of the parties, through the authorized representatives whose signatures appear below.

**PURCHASER**

Organization: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
**PERFORMER**