



**PERFORMANCE
CONTRACT**

UZoo Contact Information

Chris Simeone
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Venue: _____

Buyer: _____

Performance Date : _____

Performance Start Time: _____ AM/PM

Performance End Time: _____ AM/PM

GENERAL

This AGREEMENT is entered into this ____ day of _____ 20__, by and between the ARTIST and BUYER (collectively, the "PARTIES"). BUYER shall sign and return this AGREEMENT and accompanying riders by _____.

Attached Riders and other attachments or exhibits are incorporated in this AGREEMENT by reference.

ARTIST agrees to provide the PERFORMANCE in accordance with the terms of this AGREEMENT and any attached addenda. BUYER agrees to the terms and line items of this AGREEMENT and any attached addenda, unless otherwise exempted by the ARTIST AND/OR ARTISTS' REPRESENTATIVE on an item by item basis, and acknowledges a good faith effort to address and implement the directives defined therein.

This AGREEMENT and the accompanying riders express the complete understanding of both PARTIES. Any changes to this AGREEMENT and the accompanying riders must be made in writing and approved by the ARTIST and/or the ARTISTS' representative.

The term ARTIST refers to a complete quartet consisting of a singer, guitarist, bassist and drummer who collectively are identified as UZoo – The Authentic U2 Tribute Band Experience.

The term CREW refers to additional UZoo support staff such as a sound engineer, a lighting engineer and guitar tech(s). If a CREW is to be used for a specific event it will be clearly stated in the contract.

PERFORMANCE FEE

BUYER agrees to pay ARTIST a performance fee of \$_____ paid as follows for each performance: A deposit of \$_____ upon execution of this AGREEMENT, and the balance of \$_____ immediately upon completion of the performance. Unless otherwise approved by the ARTIST AND/OR THE ARTISTS' REPRESENTATIVE, payment must be made in cash. If approved by the ARTIST AND/OR THE ARTISTS' REPRESENTATIVE, checks are to be made out to _____.

INDEPENDENT CONTRACTOR

Both PARTIES acknowledge the ARTIST is an independent contractor and not an employee of BUYER. Nothing contained in this AGREEMENT or the accompanying riders constitutes either BUYER or ARTIST a partner or employee of the other party. ARTIST shall have sole control and direction in the conduct of the Performance.

RECORDING, REPRODUCTION OR TRANSMISSION OF PERFORMANCE

BUYER will use means available to prevent the recording, reproduction or transmission of the Performance without the written permission of ARTIST or ARTISTS' representative.

NUMBER OF SETS AND DURATION

Though the ARTISTS' performance length is variable, the ARTIST agrees to perform _____ set(s) at approximately _____ minutes per set as well as a possible encore set with a duration of five (5) to fifteen (15) minutes. The ARTIST prefers to play all sets straight through without interruption to maintain the crowd throughout the entire event. However, the ARTIST reserves the right to take an optional _____ minute break between sets if deemed necessary.

The ARTIST is not responsible for delays beyond their control. The ARTIST will always try to present the entire show. The ARTIST is not responsible for inability to present certain content due to limitations associated with the venue. Please clear any issues with the ARTIST and/or the ARTISTS' representative before the day of the show.

NUMBER OF CREW MEMBERS REQUIRED FOR EVENT

ARTIST requires and will provide _____ additional CREW members for this event. Please keep this in mind when reviewing the attached hospitality and technical riders.

TAX INFORMATION

BUYER agrees to prepare and file all tax information required of a person who hires an independent contractor and ARTIST agrees that they have sole responsibility for the payment of any Federal or State taxes arising from monies paid to ARTIST for the Performance.

LIABILITY

BUYER warrants and represents that they have, or shall obtain, sufficient personal injury and property damage liability insurance with respect to the activities of the ARTIST at the Place of Performance. BUYER will indemnify and hold harmless the ARTIST against any and all liability, laws, damages, costs, or expenses for personal injury or damage to real or tangible personal property which the BUYER may sustain, incur, or be required to pay, arising out of or in connection only with services performed under this contract. ARTISTS' responsibilities are only to BUYER not to other PARTIES with whom BUYER may have other AGREEMENTS in connection with this event. This contract will supersede, prevail and rule over all other contracts signed within BUYER and ARTIST in connection with the previously named event/performance and it must be governed by the laws of the State of Tennessee.

PERMITS

BUYER warrants and represents that they have, or shall obtain, all approvals, permits, licenses and/or variances necessary for the Performance.

ARTISTS' RIGHT TO TERMINATE

ARTIST reserves the right to terminate this AGREEMENT within thirty (30) days of performance without any further obligation, if BUYER has not fulfilled its obligations contained in this AGREEMENT.

If ARTIST is entitled to a deposit payment as provided in the compensation section of this AGREEMENT, and the deposit has not been paid within the time specified, ARTIST shall have the right to terminate this AGREEMENT without any further obligation.

In the event of extreme weather conditions and/or other unforeseeable hazardous events (sickness, accident, riot, strike, epidemics, acts of God, Force Majeure or any other legitimate condition or occurrence beyond their respective control), the ARTIST reserves the right to cancel a performance and reschedule to preserve the safety and well-being of the ARTIST. The PARTIES agree that such conditions are reasonable.

CANCELLATION

If BUYER cancels the performance less than four (4) weeks before the performance, BUYER will either schedule a make-up date to occur within three to four weeks of original scheduled date of performance, or pay the ARTIST 50% of the guaranteed fee for the performance.

If BUYER cancels the performance less than ten (10) days before the performance, BUYER will schedule a make-up date to occur within three (3) weeks of original scheduled date of performance, AND a return date to occur within ten (10) weeks from newly scheduled performance, or pay the ARTIST 100% of the 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 ARTIST.

AUTHORITY TO EXECUTE

The ARTISTS' REPRESENTATIVE who is executing this AGREEMENT on behalf of ARTIST hereby warrants and represents that he has the full power and authority to bind ARTIST.

GOVERNING LAW

This AGREEMENT shall be governed by the laws and in the courts of the State of Tennessee and by the laws of the United States, excluding their conflicts of law principles. Any dispute or legal proceeding regarding this AGREEMENT shall take place in the county of Williamson, in the State of Tennessee.

In the event that any provision of this AGREEMENT is declared invalid or void by statute or judicial decision, such action shall not invalidate the entire AGREEMENT. It is the express intention of the PARTIES that all other provisions not declared invalid or void shall remain in full force and effect. The failure by either PARTY to act with respect to a breach by the other shall not constitute a waiver of the right to act with respect to subsequent or similar breaches. This AGREEMENT constitutes the entire AGREEMENT between the PARTIES.

CONTRACT ACCEPTED

BUYER Signature

Date

BUYER Name and Title (Please Print)

BUYER Street Address

BUYER City / State / Zip

BUYER Telephone Number

ARTIST Signature

Date

ARTIST Name and Title (Please Print)

Members of UZoo – The Authentic U2 Tribute Band Experience

Brian Desveaux (as Bono)

Chris Simeone (as The Edge)

Eric Martens (as Adam Clayton)

Davin McLaird (as Larry Mullen Jr.)