

PERFORMANCE SERVICE CONTRACT AGREEMENT

It is agreed that the services rendered are pursuant to the terms and conditions as listed below, issued to this _____ day of _____, 2016. The purchaser of talent services, engages Push 2 Play as outlined herein, and agrees to pay for such services to Push 2 Play, the Provider of talent services, and/or its designated assigned contracts.

I. Client & Engagement Information

Client Name: _____ Phone: _____

Location of Engagement _____

Engagement Date _____

Engagement Hours _____

Amount For Engagement \$ _____ Initial Deposit Amount (50%) \$ _____

Amount Required Upon Completion of Engagement \$ _____

Push 2 Play: Terms & Conditions

- 1) **Push 2 Play** compensation shall be based on price stipulated herein. For requests to perform beyond the contracted time period, the Client shall be charged at **\$100.00** per hour rate.
- 2) **Push 2 Play** requires a 50% initial deposit paid prior to the engagement date, which is non-refundable, should Client cancel the engagement for any reason. Deposit amount must clear **Push 2 Play** account before booking can be confirmed. **All checks are payable to John Immel.**
- 3) Upon completion of the engagement, the remaining 50% shall be paid by cashier's check, money order or cash immediately following the engagement. **Make payment payable to John Immel.**
- 4) **Push 2 Play** reserves the right to cancel pending engagements within 5 days of engagement date provided deposit is received within that time frame allowing for sufficient time to notify Client. Upon cancellation, the initial deposit shall be fully refunded to the Client within 10 days of cancellation.
- 5) In order to provide our Client with optimum sound quality, **Push 2 Play** requires a sound check prior to the engagement. **Push 2 Play** requests adequate electrical outlet availability in close proximity to bandstand. Electrical outlets must be 20 ampere rated and equipped with GFCI or other breaker type device.
- 6) In order to provide a professional service, **Push 2 Play** stipulates that no person in engagement attendance shall be allowed to "sit in" without prior consent of band members.
- 7) **Push 2 Play** shall not be held liable for any Client property damages or other related incidences that may occur. Client may be held liable for musical and lighting equipment damages due to engagement participant negligence or carelessness.
- 8) It is understood that **Push 2 Play** executes this agreement as an independent contractor and therefore assumes all responsibility for withholding tax, social security and worker's compensation. As an independent contractor, **Push 2 Play** shall have exclusive control over the means, method and details of fulfilling the obligations stated above.

Upon execution of this agreement, Purchaser and Provider of entertainment services hereby agree to submit claims; disputes, or differences, which would involve litigation of any kind arising with this agreement, and the performance covered thereby to the jurisdiction of the courts and law of the State of Texas.

X _____
Client Name

X _____
Representative, Push 2 Play

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE _____

Thank you very much for your interest in **Push 2 Play**.
We look forward to making your engagement a truly memorable experience....