

Drumspyder
Scott Sterling
drumspyder@icloud.com

**DRUMSPYDER
PERFORMANCE CONTRACT**

This AGREEMENT (hereinafter referred to as the "Agreement") is made effective this day of

_____ by and between

_____ located at

_____ (hereinafter referred to as the "Purchaser") and Scott Sterling, located at

WITNESSETH:

In consideration of the respective covenants contained herein, the parties hereto, intending to legally bound hereby, agree as follows:

1. Performance. The entertainment to be provided by Artist is generally described as the manipulation and playback exclusively of original recordings and remixes by the artist , plus live performance of electronic percussion by the artist. (hereinafter referred to as the "Performance").

2. Venue. The place of performance is located at

_____ (hereinafter referred to as the "Venue").

3. Date and Time of Performance. The date of the Performance shall be _____ and the exact time & duration of the Performance shall be at purchasers discretion, ending no later than 4AM and beginning no earlier than 12 noon. This Performance shall have a duration of 60-120 minutes.

4. Agreement to Perform: Artist agrees to provide the Performance in accordance with the terms of this Agreement and any addendums or riders hereto.

5. Artist Fee: Purchaser agrees to pay Artist an all-inclusive fee of _____ USD for the Performance. Of this amount a deposit of _____ USD (25-50% of the inclusive fee) is due 30

days prior to the performance. The remainder is due on the date of the performance. Artist fee shall be paid in cash or PayPal transfer to drumspyder@me.com (Scott Sterling Art).

6. Transportation and Accommodations/Camping. Purchaser shall be responsible for Artist's ground transportation to and from the venue from the nearest long-distance transit point (ie airport, long-distance train or bus service) and will provide either 1) Outdoor Festivals - camping on site, including tent and mattress or 2) Urban Locations - accommodations near the venue.

7. Recording, Reproduction or Transmission of Performance. Purchaser will use its best efforts to prevent the recording, reproduction or transmission of the Performance without the written permission of the Artist.

8. Excuse of Obligations. Purchaser and Artist shall be excused from their obligations hereunder in the event of proven sickness, accident, riot, strike, epidemic, act of God or any other legitimate condition or occurrence beyond their respective control.

9. Taxes. Purchaser agrees to prepare and file all tax information required of a person who hires an independent contractor and the Artist agrees that they have sole responsibility for the payment of any federal or state taxes arising from the monies paid by Purchaser to the Artist for the Performance.

10. Independent Contractor. Artist acknowledges that they shall perform their obligations hereunder as an independent contractor and not as an employee of Purchaser. Artist further acknowledges that they are not on Purchaser's payroll and social security or tax withholding rolls. Artist shall have sole control and direction in the conduct of the Performance.

11. Promotion & Billing. Purchaser shall be entitled to advertise and promote the appearance of the Artist and the Performance. Artist acknowledges that Purchaser will rely on the terms hereof in all such promotions and advertising and in the brochures to be printed setting forth the names, dates and times of all performances to be held at the event. Artist hereby acknowledges and agrees that Purchaser may use their name, photographs, likeness, facsimile signature and any other promotional materials in all of such promotions, advertising or other activities used to increase attendance at the Performance.

Drumspyder shall be billed as "Drumspyder" (all caps or lowercase are also fine, but NO space or intercaps (i.e. "Drum Spyder")).

Whenever possible, affiliations and websites will be included on all promotional materials.

LINKS:

<http://www.drumspyder.com>

<http://soundcloud.com/drumspyder>

<http://facebook.com/drumspydermusic>

<http://instagram.com/drumspyder>

12. Security. Purchaser shall provide security for the backstage and stage areas before, during and after the Performance. Purchaser shall provide security personnel to protect Artist(s) and their property as deemed appropriate by Purchaser in its discretion.

13. Passes. Purchaser shall provide identification passes to the Artist for the backstage and stage where Performance is to be held, plus 1 guest pass for general admission to the venue.

14. Stage. At its sole expense, Purchaser shall furnish the stage, and stage lighting, sound and power for the Performance, and Purchaser shall provide all stagehands required to assist the setup for and conduct of the Performance and takedown after the Performance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

AGREED TO AND ACCEPTED:

BY:
"DRUMSPYDER"
Scott Sterling

(an authorized signatory)

BY:

(an authorized signatory)