

# Fire for Hire

## Fire Performance Private Entertainment Contract

THIS AGREEMENT dated \_\_\_\_\_ is hereby entered into between Ryan Brandoff (“Artist”) and \_\_\_\_\_ (“Client”), for the services of the fire and/or glow poi and/or music and/or entertainment described below.

The Client hereby engages the Artist to provide entertainment for the Engagement hereinafter with all of the terms and conditions herein set forth including those set forth in “Additional Terms and Conditions”, see attached rider if any.

### 1. ENGAGEMENT

Venue: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

**Duration of performance(s):** Artist will perform at designated areas of performance, as agreed upon between Artist and Client, between the hours noted above. Neither the Artist’s routine(s) nor performance(s) are subject to the Client’s instruction. The Artist is bound only by the terms of this contract. The Artist is responsible for arrangement and stage directions. Artist’s name cannot be used in any advertisements or promotions of the Engagement until this agreement is signed.

For this Engagement, artist (s) will perform as follows:

- a.
- b.
- c.
- d.
- e.

1. **COMPENSATION:** For services provided, the Client will pay the Artist \$\_\_\_\_\_. Artist and other hired entertainers are to be paid in full (100%) at the time of Artist(s) arrival to the Event in the form of cash or personal/company check – no exceptions. In the event of non-payment, after five (5) days, a small claims lawsuit will be filed Cook County Clerk of the Circuit Court or wherever county the performance or client is located within.

Client may provide a (any additional requirements such as greenroom, seating, liquid and/or food refreshments, sufficient technical needs, etc.) for Artist and any assistant(s) or personnel.

Artist is to be paid the full amount if the Client cancels less than \_\_\_\_\_ hours prior to the start of the event. If client cancels Event with more than \_\_\_\_\_ hours until the start of the Event, then no payment will be required.

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Cancellations must be submitted in writing in the form of email and/or text message; must have timestamp to verify the \_\_\_\_\_ hour window has or has not been entered. Cancellations due to low attendance of the Event, insufficient planning of the Client, or ANY other reason are deemed not a condition of the Artist, therefore the Client is responsible for 100% payment to the Artist within five (5) business days from the date of the Event.

The only exception to this clause is when the larger event as a whole is cancelled due to in climate weather. This applies to outdoor events only.

2. **CLIENT'S REPRESENTATIONS AND WARRANTIES.** Client hereby represents and warrants that He/she has the full right, power and authority to enter into this Agreement.
3. **ARTIST'S REPRESENTATIONS AND WARRANTIES.** Artist represents and warrants that it has the full right, power and authority to enter into this Agreement.
4. **ARTIST LIABILITY.** Artist is an insured performer; therefore in the case of an accident, a claim will be made with Anchor Insurance Agency. Certification of insurance available upon request.

For inside events, Artist is not liable for any fines/fees due to complications by the city/towns fire code and/or ordinance for indoor fire performances.

Artists agrees not to take legal action against the client/venue for personal injuries resulting from personal negligence.

1. **TERMINATION.** Artist shall have the right, in its sole discretion, to terminate this Agreement upon the occurrence of any one or more of the following events:
  - a. Artistic Reasons
  - b. Client fails to act in a professional, respectful and appropriate manner at all times when interacting with or representing the Artist and/or Project.

Upon termination, Client is not required to pay any amount to the Artist.

2. **INDEMNIFICATION:** Client shall indemnify and hold Artist its assistants, employees, agents and assigns harmless from and against any and all claims, damages, liabilities, expenses (including reasonable attorneys' fees) arising out of any breach by Artist of any of his/her representations or warranties in this Agreement.
3. **GOVERNING LAW AND JURISDICTION.** This Agreement shall be construed in accordance with the laws of the State of Illinois without regard to its principles of conflicts of laws. Any claim arising under this Agreement shall be prosecuted in a federal or state court of competent jurisdiction located within Cook County, Illinois and selected by Artist, and Artist consents to the jurisdiction of such court and to the service of process by mail.

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4. **VENUE SECURITY.** Client shall provide adequate security and crowd control measures during Artist's performance. Any damage or loss to Artist's equipment or belongings resulting from inadequate security of venue will be Client's responsibility to reimburse artist for damages within 5 business days of date of event.

5. **MISCELLANEOUS.**

- (a) **Survival and Separability:** In the event that any provision of this Agreement conflicts with the law which this Agreement is to be construed or if any provision is held invalid by a court with jurisdiction over the parties to this Agreement, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement shall remain in full force and effect.
- (b) **Assignment:** Client shall have no right to assign this Agreement or any of its obligations under this Agreement without the prior written consent of Artist.
- (c) **Waiver, Modification:** The terms of this Agreement may not be waived or modified except by an agreement in writing executed by the parties hereto. The waiver by Artist of any breach of this Agreement by Client must be in writing and shall not be deemed to be a waiver of any prior or succeeding breach.
- (d) **Integration:** This Agreement and any attached schedules, riders or exhibits, constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understanding of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

IN WITNESS WHEREOF, the following signatures represent that the parties have read this Agreement in its entirety, including the incorporated and attached Rider, and by their execution below have agreed to all its terms and conditions.

AGREED TO AND ACCEPTED:  
BY:

\_\_\_\_\_  
Artist Signature

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Ryan Brandoff  
Artist

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date