

JUICY Performance Contract

THIS PERFORMANCE AGREEMENT is made and entered into as of _____, 20__, by and between _____, whose business address is _____, ("Purchaser") and the musical group JUICY ("Musician"), whose business address is 45 Chasewood Lane Charleston, WV 25302. In consideration of the mutual covenants herein contained and, intending to be legally bound hereby, the Purchaser and Musician agree as follows:

1) Engagement. The Purchaser hereby engages Musician to render a musical performance (the "Performance"), and Musician hereby agrees to render such Performance under the terms and conditions specified herein.

2) Individuals Comprising Musician. Musician consists of the following individuals: Kevin Mullins, Greg Fortner, Chris Amick, Jeff Anderson, Jim Bateman, Bob Harrold.

Musician's obligation to perform hereunder is subject to the unavailability of Musician as a result of sickness, accidents, acts of God, and other reasons beyond Musician's control.

3) Location of Performance. The Performance will take place at the following location:

Name: _____

Street Address: _____

City/State/Zip: _____

4) Date and Time of Performance. The date of the Performance is _____, 20__. The venue will be available for set-up on (date) _____ at (time) _____. The Musician will play 3 sets as follows:

Set	Start Time	Ending Time
1		
2		
3		

5) Payment. In full consideration for all services rendered by Musician at the Performance, Purchaser agrees to make the following payment in U.S. funds to Musician :

Set Fee. A set fee of _____ Dollars (\$_____).

After the last set on the date of the Performance, Purchaser will pay Musician in cash or by money order or certified check made payable to Jeff Anderson.

In addition to the above fee, the selected drinks will be provided at no additional cost to Musician. [Please Initial]

_____ - Non-Alcoholic beverages (soft drinks, water)

_____ - Beer (Any brand available)

_____ - Any alcoholic beverages available.

6) Merchandise. At Musician's option, Musician may offer CDs, tapes and other items for sale at the Performance. Musician will retain all proceeds from such sales. To facilitate Musician's merchandising, Purchaser will provide a table and chairs set up in an easily accessible and visible area of the venue.

7) Cancellation. In the event Purchaser cancels the Performance less than 2 weeks prior to the scheduled date, Purchaser will pay Musician a sum equal 50 percent of the set fee specified in paragraph 5. Upon payment of the cancellation fee, Purchaser will have no further liability to Musician hereunder.

8) No Taping of Performance. Purchaser will not, nor will Purchaser allow others to tape, record, reproduce, or transmit in or from the premises in any manner or by any means, the Performance without the written approval of Musician.

9) Sound and Lighting Equipment. Sound and lighting will be provided by:

_____ - Purchaser (Subject to approval by Musician)

_____ - Musician - please see attached Rider for electrical specifications.

10) Miscellaneous. This Performance Agreement and the attached rider(s), if any, set forth the entire agreement between the parties, and may not be amended except in a writing signed by both parties. This Performance Agreement will be governed by and construed in accordance with the laws of the State of West Virginia, without regard to the principles of conflicts of law. In any action or proceeding involving a dispute between the Purchaser and the Musician arising

out of this Performance Agreement, the prevailing party will be entitled to receive from the losing party reasonable attorney's fees.

Musician and Purchaser have each caused this Performance Agreement to be signed by its duly authorized representative.

Signature of Purchaser Date

Signature of Musician Date

Printed Name of Purchaser

Printed Name of Musician