



Between: \_

(PURCHASER - Printed Name)

and George Poe Trio

# **Background:**

A. The performers are professional entertainers known as George Poe Trio

B. The Purchaser wishes to engage George Poe Trio and is willing to undertake to do so, subject to the terms and conditions as follows:

**In consideration of** and as a condition of the Purchaser hiring George Poe Trio and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement agree as follows:

# Address of the Performer

George Poe Trio will be represented by Sabrina Padgett (the "Performer Contact"). Any payments by check or money order should be made out to George Poe Trio. The address is as follows:

George Poe Trio P.O.Box # 844 Humble, TX 77347-0844

Telephone: (713) 854-5528 Email: gp3.admin@gmail.com

# Address of the Purchaser

The Purchaser's address is as follows:

Name:	
Address:	
Telephone:	
Email:	

# Address of the Venue

The place of performance (the "Venue") is located at: follows:

Name:	
Address:	
Telephone:	
Website:	

# 1. Performance

The entertainment to be provided by George Poe Trio is generally described as

		•		
2. Date and Time of Performance				
The date of the Performance is	. 20			
The Venue will be available for set-up and sound check or	)	_ , 20	_ at	AM / PM
George Poe Trio will perform fromAM / PM to	AM / PM	with	_break(s).	
<b>3. Payment</b> In full consideration for all services rendered by George Po Poe Trio a fixed fee of \$(the '		aser agre	ees to pay G	ieorge
<b>4. Performer Expenses</b> George Poe Trio agrees that the Fee is inclusive of all acc from the Venue and covers any payments whatsoever due except as expressly provided in this Agreement.				
<b>5. Taxes</b> George Poe Trio is responsible for its own tax and other co	ontributions.			
<b>6. Deposit</b> The Purchaser has paid to George Poe Trio \$	US Dollars as	a deposi	t (the "Depo	sit").
<b>7. Deposit Refund</b> The deposit is not refundable, except as provided in this A	greement.			
8. Overtime If and when agreeable to the Purchaser and the Performer extended at the hourly overtime rate of \$, t				
<b>9. Payment of Balance</b> The Purchaser will pay to George Poe Trio by balance of the Fee in cash, certified check, credit card, or	, 2 personal check.	20 a	any outstand	ling
<b>10. Cancellation By Purchaser</b> The Purchaser reserves the right to cancel this Agreement Performer prior to, 20 In the be forfeited. Cancellation by the Purchaser later than payment of the balance owing to the George Poe Trio.	he event of said	cancellati	on, the Dep	
<b>11. Cancellation By George Poe Trio</b> George Poe Trio reserves the right to cancel this Agreeme				

Purchaser prior to \_\_\_\_\_\_, 20 \_\_\_\_. In the event the Performer cancels the Performance under the terms of this section, George Poe Trio will promptly return the deposit to the Purchaser.

# 12. Non-performance by the Purchaser

Those obligations of the Purchaser that are to be completed prior to the Performance of George Poe Trio is conditions precedent which must be carried out in full by the Purchaser before George Poe Trio is required to perform unless otherwise agreed to by all parties in writing. If the Purchaser cancels or postpones any performance without proper notice or fails to make any payment or fails to carry out any other condition precedent as required by this Agreement then the Purchaser will be in breach of this Agreement and George Poe Trio will have no further obligations under this Agreement. The Purchaser will forfeit any Deposit already paid to George Poe Trio

## 13. Sound System

George Poe Trio will provide all sound system required to facilitate the Performance as agreed upon by both parties. The George Poe Trio warrants that all equipment is in good working order, and fit for its purpose. The George Poe Trio will designate a representative who will have sole authority in mixing and controlling all sound equipment during the Performance and during each rehearsal. Notwithstanding the above, the adjustment of the volume and sound level of any equipment will be at the sole discretion of the Purchaser.

# 14. Inclement Weather

If venue is outdoors and inclement or severe weather is forecasted on the day of the performance, a representative of George Poe Trio will monitor the www.weather.com hour-by-hour forecast for the location's zip code. If the rain chance is 35% or greater during set-up, the Purchaser will have the option of relocating George Poe Trio to a suitable covered area or inside. George Poe Trio will not risk equipment damage due to storm or unsafe conditions

# **15. Security Deposit**

George Poe Trio will not be required to post a bond or security deposit against any or all possible damage related to or arising from the Performance.

# 16. Force Majeure

Neither George Poe Trio nor the Purchaser will be held liable for any failure to perform its obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labor difficulties or strike, inclement weather, epidemic, interruption or delay of transportation service, acts of God, or any other legitimate cause beyond the reasonable control of George Poe Trio and the Purchaser.

# **17. Sickness and Accidents**

George Poe Trio agrees to meet its obligations under this Agreement subject to legitimate incapacity by sickness or accident, such incapacity to be confirmed in writing by a medical doctor. However, failure to perform will result in the George Poe Trio returning any and all outstanding deposits to the Purchaser.

# 18. Personnel

There will be \_\_\_\_\_ performers for the venue.

# **19. Recording of the Performance**

Recording or transmitting of the Performance by anyone through any means whatsoever will be allowed under this agreement.

### 20. Merchandising/Promotion

George Poe Trio will be permitted to display or offer promotional materials, and other items at the Performance.

### 21. Exclusivity

George Poe Trio will perform exclusively for the Purchaser throughout the actual period of services of this Agreement unless otherwise provided by the Purchaser in writing. George Poe Trio at the time of signing this Agreement will not be under any contract to a third party that might preclude George Poe Trio from fulfilling the requirements of this Agreement.

### 22. Indemnification

Members of George Poe Trio are responsible only for their own conduct. George Poe Trio will be compensated by the Purchaser for any and all damage done to George Poe Trio's equipment by the Purchaser, its agents or guests. The Purchaser indemnifies and holds George Poe Trio harmless for any

and all property damage or personal injury that results from or is related to the Performance that is not directly caused by George Poe Trio.

#### 23. Permits

The Purchaser warrants and represents that it has obtained any and all permits, approvals, licenses and variances necessary for the Performance.

#### 24. Dress Code

George Poe Trio will be suitably and tidily dressed during the Performance. Wearing

#### 25. Hazardous Material

George Poe Trio and any other person associated with the Performer agree not to bring into the Venue any material, equipment, or other object which is likely to constitute a hazard of bodily harm to any person or which is likely to constitute a hazard to property.

#### 26. Pyrotechnics

No pyrotechnic devices will be allowed during the Performance. Violation of this provision will result in immediate cancellation of the Performance and this Agreement.

#### 27. Security

The Purchaser will take reasonable precautions for the safety of George Poe Trio and the group's equipment during all aspects of the Performance and at all times while George Poe Trio and the group's equipment is on the Venue premises. The Purchaser is also responsible to ensure that only George Poe Trio and its designated technicians and representatives are allowed on stage or in the backstage area.

#### 28. Picket Lines

George Poe Trio will not be required to cross a picket line established by a labor organization at the Venue nor will George Poe Trio be disciplined, or this Agreement be considered or deemed breached by George Poe Trio, by reason of the George Poe Trio's refusal to cross such picket line.

### 29. Governing Law

The Purchaser and George Poe Trio submit to the jurisdiction of the courts of the State of Texas for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the State of Texas.

#### 30. Mediation and Arbitration

If a dispute will arise under the terms of this Agreement, the party claiming the dispute will have 30 days to notify the other party. The party not claiming the dispute will have 30 days to remedy the dispute. In the event that the dispute is not remedied within this time period, then any party at its option will have ten (10) days to submit the dispute to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute, any outstanding rules will be submitted to final and binding arbitration in accordance with the statutory rules of that program. If such services are not available, the dispute will be submitted to arbitration in accordance with the laws of the State of Texas. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Texas.

#### 31. Covenant of Good Faith and Fair Dealing

The Purchaser and George Poe Trio agree to perform their obligations under this Agreement, in all respects, in good faith.

#### 32. Miscellaneous Terms

Time is of the essence in this Agreement.

**33.** This Agreement may be executed in counterparts. Scanned and facsimile signatures are binding and are considered to be original signatures.

**34.** No part of the Performance may consist of acts in violation of any local laws, codes, statutes, ordinances, regulations, rules, or any other requirements including building and fire regulations. The Performance will not contain any lewd or indecent acts, images, or language. If George Poe Trio violates this section, the Purchaser may immediately cancel the Performance and this Agreement.

**35.** George Poe Trio's representative (Sabrina Padgett) warrants that by signing this Agreement it has the authority to bind George Poe Trio to the terms and conditions of this Agreement.

**36.** Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

**37.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired, or invalidated as a result.

**38.** This Agreement contains the entire agreement between the parties and cannot be changed except by written instrument subsequently executed by the parties to this Agreement. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made to the Purchaser by George Poe Trio or to George Poe Trio by the Purchasers, in the negotiation stages of this Agreement may in some way be inconsistent with this final written contract. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

**39.** This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the George Poe Trio successors, assigns, executors, administrators, beneficiaries, and representatives, and the Purchaser's successors and assigns.

**40.** The Purchaser will be responsible for providing suitable power and electricity for the Performance.

**41.** It is the intent of the parties to this Agreement that members of George Poe Trio are independent contractors and will control the manner and means of the Performance. The Purchaser will control the scheduling of the Performance. Members of George Poe Trio are not employees of the Purchaser. The exclusive nature of this Agreement is limited to the duration of the Performance and it is expected that the Performer will enter other similar agreements with other Purchasers.

**42.** Any notices or delivery required here will be deemed complete when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the respective addresses contained in this Agreement or as the parties may later designate in writing.

In witness whereof George Poe Trio and the Purchaser have duly affixed their signatures under hand and seal on this

(Purchaser Signature)

/\_\_\_/\_\_\_\_ (Date)

/\_\_\_\_/ (Date)

(GP3 Administrator, Sabrina Padgett Signature)