



# GEORGEPOETRIO Performance Agreement



Between: \_\_\_\_\_ and George Poe Trio  
(PURCHASER - Printed Name)

## 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 on \_\_\_\_\_, 20 \_\_\_\_ at \_\_\_\_\_AM / PM

George Poe Trio will perform from \_\_\_\_\_AM / PM to \_\_\_\_\_AM / PM with \_\_\_\_ break(s).

**3. Payment**

In full consideration for all services rendered by George Poe Trio, the Purchaser agrees to pay George Poe Trio a fixed fee of \$\_\_\_\_\_ (the "Fee").

**4. Performer Expenses**

George Poe Trio agrees that the Fee is inclusive of all accommodations, traveling expenses to and from the Venue and covers any payments whatsoever due to other members of the group or unit, except as expressly provided in this Agreement.

**5. Taxes**

George Poe Trio is responsible for its own tax and other contributions.

**6. Deposit**

The Purchaser has paid to George Poe Trio \$\_\_\_\_\_ US Dollars as a deposit (the "Deposit").

**7. Deposit Refund**

The deposit is not refundable, except as provided in this Agreement.

**8. Overtime**

If and when agreeable to the Purchaser and the Performer, the time of the Performance may be extended at the hourly overtime rate of \$\_\_\_\_\_, to be paid prior to the overtime period.

**9. Payment of Balance**

The Purchaser will pay to George Poe Trio by \_\_\_\_\_, 20 \_\_\_\_ any outstanding balance of the Fee in cash, certified check, credit card, or personal check.

**10. Cancellation By Purchaser**

The Purchaser reserves the right to cancel this Agreement without obligation upon notice to the Performer prior to \_\_\_\_\_, 20 \_\_\_\_\_. In the event of said cancellation, the Deposit will be forfeited. Cancellation by the Purchaser later than \_\_\_\_\_, 20 \_\_\_\_ will require payment of the balance owing to the George Poe Trio.

**11. Cancellation By George Poe Trio**

George Poe Trio reserves the right to cancel this Agreement without obligation upon notice to the 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](http://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.

