

Performance Contract

(Name and address of booking agent goes here with phone number)

THIS AGREEMENT is made on this day of 20.....
between..... (hereinafter called the "Artist"), contracting through
..... (hereinafter called the "Agent") and The Crane Student
Association (hereinafter called "CSA") whose address is 9015 Barrington Drive,
Potsdam, NY 13676.

In consideration of the mutual promises and agreements of the parties hereto, as
hereinafter set forth, it is agreed as follows:

1. The Artist, as an independent contractor, agrees to perform on:

<u>Date(s)</u>	<u>Time</u>	<u>Hall/Location/City</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

It is mutually agreed that the performance(s) will start promptly at the time(s) indicated.

2. If this agreement is signed by the Artist's Agent, the Artist's Agent expressly
warrants that it is authorized by the Artist to execute this agreement for the Artist.

3. CSA agrees to pay as full compensation for the performance(s) a total of:

\$ _____

Payable by check to:

Name: _____

FEIN#: _____

Address: _____

4. Airport transfers, local transportation, housing and meals, etc. to be arranged and paid
for by the Artist or Artist's Representative unless otherwise indicated below:

Housing: _____

Transportation: _____

Other: _____

Contact person for this event:

Name: _____

Title: _____

Phone Number: _____

5. The terms and conditions set forth in this Agreement shall have precedence over any attachment incorporated herein in the event of any conflict.

6. In the event that either the CSA or the Artist is unable to fulfill its obligations due to damage or destruction of the theatre by fire, verified disability of the Artist, acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, or any unforeseen occurrence rendering the performance(s) impossible, neither the Artist nor the CSA shall be held legally responsible for any damages arising from the cancellation of the performance(s) listed herein. Cancellation or changes of date for reasons other than those listed above shall render the Artist liable for any expenses, documented in writing, incurred by the CSA in connection with the event.

7. With respect to insurance, the Artist is responsible for his or her liabilities, and the CSA affirms its self-insured status for its own liabilities.

8. This agreement, including any addenda thereto and any compensation payable under the terms hereof, cannot be assigned or transferred without the mutual written consent of both the Artist and/or Artist's representative and the CSA and contains the complete understanding of the parties respecting the subject matter hereof. It is expressly understood and agreed that the CSA makes no representations or agreements, oral or otherwise, outside the terms of this Agreement which add to, broaden, vary or conflict with the provisions hereof. Any purported outside representations or agreements have no force or effect upon the rights or duties of the CSA hereunder. No term, provision, or condition of the Agreement may be altered, amended, or added except upon the execution of a written agreement by the parties hereto. Any notices provided for herein shall be in writing and shall be personally served or mailed by first-class postage prepaid, certified mail, return receipt requested, by serving or addressing the same to the CSA and to the Artist and/or Agent at the addressed provided on the signature page of the Agreement.

Marketing:

9. The Artist agrees to furnish at artist's own expense (shipped prepaid) the following amounts of advertising and promotional material to the extent that Artist has such material available for distribution:

At the time of contracting, the following materials:

- One (1) press kit with biography, articles, and reviews
- Two (2) color slides (or photos, if slides not available)
- Three (3) black-and-white photos
- Comprehensive list of recordings (if available)
- Recording formats of CD are preferred to cassettes (if available)

Stage and Technical:

10. The CSA agrees to furnish the aforementioned hall (theatre) on the date(s) and at the performance time(s) indicated. It is understood that the performance(s) are free and open to the public. There will be a program printed by SUNY Potsdam which will be distributed by volunteer staff ushers coordinated by the CSA.

11. The CSA agrees to provide a Steinway concert grand piano properly tuned to A=440, if requested in advance by the Artist. The Artist agrees to provide any and all other musical instruments needed for this performance(s).

12. The CSA agrees to have the stage ready for setup and to have the local Stage Manager available for consultation on the day of the engagement or the day of the first performance.

13. The Artist agrees to be present, or to have his representative present, at the CSA's facility at a mutually agreed upon time of the day of the (first) performance.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed by its appropriate officer, the day and year first above written.

Artist _____

CSA Treasurer _____

SGA Treasurer _____