



# PERFORMANCE CONTRACT

A NOTE FROM: **Tom, VERGE Band Manager**

REGARDING: **Performance Contract**

Our attached performance Contract is based on certain industry standards, many of which may be negotiable.

We realize that the most important aspects of our client relationship revolve around customer service, the audience, and you, our client.

While components of the attached Contract may be reasonable or even expected, please know that we are flexible, very easy to work with, and your satisfaction is our ultimate goal.

Herein, "Presenter" refers to the role of venue owner, agent, and/or client.



# PERFORMANCE CONTRACT

***The purpose of this contract is to ensure that VERGE can provide Presenter with a professional performance in a timely, safe and legal manner. This contract will be made an integral part of the "Performance Contract" between VERGE and Presenter; Some aspects of this contract may be negotiable.***

PRESENTER: \_\_\_\_\_ PERFORMANCE DATE: \_\_\_\_\_

1. **Performance**

VERGE will provide up to three hours of music

- Typically three one-hour sets, with two thirty minute breaks, or two ninety minute sets with one thirty minute break.
- VERGE will play if requested background music through the PA during breaks and for one hour prior to the show.
- VERGE shall have high quality sound and stage lighting equipment. VERGE shall ensure optimum sound blend and reproduction for the venue size.

2. **Fees, Payment and Cancellation Policy**

- A deposit of 50% of the performance fee is due within 30 days of booking
- The remainder of the performance fee is due on the day of the event and payable prior to performance
- Presenter shall pay a cancellation fee equal to the deposit if the cancellation is more than 90 days in advance of the scheduled date.
- Presenter shall pay a cancellation fee equal to the full fee if cancellation notice is given within 21 days prior of the scheduled date.
- Payments may be made one of the following ways:
  - Check via Mail: VERGE, 985 Summit Avenue, St Paul, MN 55105
  - VENMO (@Thomas-Ernst-23)
  - PayPal ([tcrnst@me.com](mailto:tcrnst@me.com))
  - Cash (only for the remainder of the fee after in person prior to performance)

3. **Directions and Arrival**

In advance of performance date, Presenter agrees to provide to VERGE (email: [VERGEROCKS@GMAIL.COM](mailto:VERGEROCKS@GMAIL.COM)) clear driving directions to venue, including detailed directions to the proper entrance at the venue (e.g., stage load-in door). At the agreed load-in time, Presenter (or designated representative) will be available to greet VERGE, band members, and production crew, show them to the stage area and dressing/green rooms, introduce technical staff, and discuss any concerns.

4. **Access**

Presenter agrees to have the venue available and accessible to VERGE, band members, and production crew no less than six (6) hours prior to guests' arrival. At the conclusion of the performance, VERGE will have no less than two (2) hours to dismantle and remove equipment.

5. **Parking**

Presenter will provide secure, well-lit parking for up to four (4) vehicles and two trailers reserved as close as possible to the load-in area. Any costs associated with parking arrangements will be the responsibility of Presenter.

6. **Stage**

Presenter is to provide a sturdy, skirted stage no less than 28 feet wide, 16 feet deep, and 18 inches high. The stage must be assembled prior to the designated load-in time. One set of suitable stairs/steps must be provided on the side of the stage.

7. **Sound and Lighting**

If the sound and lighting systems are provided by Presenter, Presenter will provide high quality, professional systems with qualified, cooperative technical staff, including at least one sound engineer and one lighting operator.



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8. **Electrical Power for Sound and Lighting**

Unless backline is provided, Presenter will provide a minimum of three (3) individual 15-20-amp 110V circuit power drops within 25' of the stage

9. **Dressing/Green Rooms and Hospitality**

- *Basic backstage circumstances allow the group to perform at its best. VERGE understands that not all aspects of the Contract can be met at every venue but asks that reasonable efforts be made to meet these requests*
- **Dressing/Green Room(s)** - One (1) partitioned, or two (2) separate, secure, lockable, well-lit, clean dressing room(s) in close proximity to the stage with two full-length mirrors, power outlets, a place to hang garments, hair and a make-up station with two mirrors, a tables and two chairs
- **Beverages** - The band will bring their own beverages. However, If VERGE is not allowed to bring their own beverages, Presenter shall provide complimentary beverages for VERGE and VERGE's road crew (up to ten staff including the band members) during the performance from the venue bar (premium alcohol not included)

10. **Accommodations**

When VERGE's travel time from the Saint Paul exceeds 90 minutes, Presenter shall provide hotel accommodations for each night of performance in the form of up to five (8) double, nonsmoking hotel rooms at an approved hotel or a band house with comparable bedrooms. Please provide accommodation information to VERGE prior to completing reservation. Presenter will not be responsible for any extra charges incurred by VERGE during the stay of the group.

**Permits/Approvals**  
Presenter agrees to obtain, at no cost to VERGE, any and all permissions, licenses, approvals, insurance, or permits required for all aspects of the performance. Presenter agrees to pay, at no cost to VERGE, all applicable city, county, and state taxes.

11. **Security**

Presenter shall be responsible for all aspects of security and crowd control.

12. **Tickets**

For public performances, Presenter agrees to make up to six (6) complimentary admissions/tickets available to VERGE. These tickets may be for the use of VERGE's support staff or others at the VERGE's discretion. Any complimentary tickets not confirmed two (2) hours prior to performance may be released for use by Presenter.

13. **Miscellaneous**

Presenter agrees to prohibit smoking on or near stage, dressing rooms, green room, etc.

When requested, VERGE will provide a short "emcee introduction" card for Presenter's use at show time.

Upon completion of the show, Presenter will provide a letter of reference that VERGE may use to acquire future shows.

Presenter is responsible for all performance rights licensing for any and all forms of music including that provided by VERGE at or in the Presenter's venue/facility. VERGE is in no way responsible or liable for Copyrights or Trademarks of any kind related to the performance of any and all songs as represented by ASCAP, BMI, et al.

14. **INSURANCE:** It is the responsibility of the Presenter to specifically provide and/or express any requirements with respect to liability or any other type/s of performer-related insurance well prior to the scheduled event to allow for VERGE to secure any necessary certificate/s, etc. Fees related to expediting such requirements may be the responsibility of the Presenter.

In case of any ambiguity and/or conflict (s) in terms, the terms contained and delineated in this Contract will prevail.



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## PERFORMANCE CONTRACT SIGNATURE PAGE

AGREED to and ACCEPTED on this \_\_\_\_\_ DAY of \_\_\_\_\_, 20\_\_\_\_

PRESENTER: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

VERGE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

THIRD PARTY REPRESENTATIVE (*WHERE APPLICABLE*): \_\_\_\_\_