

PERFORMANCE-BAND PURCHASE AGREEMENT

Contract Number: _____

Contract Date: _____ (“Contract Date”).

This Agreement is made as of the Contract Date between the parties identified below.

In consideration of the following covenants, conditions, and promises, Parish (the “Parish”) hereby engages the Artist(s) to present a performance (the “Performance”), and the Artist(s) agree(s) to present the Performance under the following terms and conditions:

This agreement is entered in the State of Ohio by the Artist(s) know as: _____

Phone #: _____ Fed Tax ID No.: _____ (the “Artist(s)”).

EVENT: _____

DATE(S) OF PERFORMANCE: _____

SCHEDULED PERFORMANCE TIME(S): _____ (the “Performance Time(s)”). The Artist(s) shall perform continuously during the Performance Time(s) with the exception of permitted breaks which shall not exceed ten (10) minutes per hour of performance.

FEES AND DEPOSITS:

Performance Fee: _____ (the “Fee”)

Deposit Amount: _____ (the “Deposit”). The Deposit will be credited against the Fee if the Performance occurs and is not in addition to the Fee. The Deposit shall be held by the Artist(s) in escrow until after the Performance.

Balance Due at Performance: _____

Checks Payable To: _____

VENUE LOCATION (“Venue”): _____

SOUND SYSTEM PROVIDED BY: _____

LIGHTING SYSTEM PROVIDED BY: _____

SOUND CHECK AND ACCESS TO VENUE: The Artist(s) will be allowed access to the Venue, including stage, backstage, and seating area, as well as access to all electrical and technical facilities no less than two hours before the Performance Time(s). The set up and sound check of the Sound System shall be complete and the Sound System shall be fully operational at least 30 minutes before the Performance Time(s).

CANCELLATIONS: The Artist(s) shall perform rain or shine. If the Artist(s) is/are unable to fulfill this contractual obligation, the Artist(s) shall promptly return the Deposit to the Parish and, in addition, pay \$_____ to the Parish as liquidated damages for failure of the Artist(s) to perform. If the Parish cancels this contract before the Performance, the Artist(s) shall be entitled to retain the Deposit, which shall be the sole and exclusive remedy by the Artist(s) against the Parish for cancellation of the Performance by the Parish.

ADDITIONAL TERMS:

- The performance by the Artist(s) shall be controlled by the Artist(s) and will not be controlled, other than breaks or as indicated on the face of this contract, by the Parish.
- The Artist(s) represent(s) and warrant(s) to Parish that the Artist(s) has/have all necessary permissions (from the authors of musical pieces to be performed, and otherwise) to present the Performance.
- Artist(s) agree(s) to defend and indemnify (i) the Parish, and each of its clergy, religious, lay employees, and/or lay volunteers; (ii) Archbishop Dennis M. Schnurr; (iii) the Archdiocese of Cincinnati; and _____(insert name of School), and any of their agents, employees, and volunteers, from and against any loss, cost, damage or expense, including attorney’s fees and costs, by reason of bodily injury, death, property damage, copyright infringement, or otherwise, resulting from the Performance and/or the presence at the Venue by the Artist(s).
- Artist(s) agree to carry general liability insurance in a combined single limit amount of not less than \$ _____ per occurrence insuring against general liability, including, but not limited to bodily injury, death and property damage. At the request of the Parish, the Artist(s) shall provide Parish with satisfactory evidence that the required insurance is in full force and effect and name the Archdiocese of Cincinnati, the Archbishop, and Parish/School as additional insureds.
- The Parish will provide a minimum of four separate 20 amp electrical circuits to the Artist(s) at the stage.

DISPUTES: In the event any dispute arises under this agreement that results in litigation or arbitration, the prevailing party shall be paid its reasonable attorney fees and costs by the losing party. This contract shall be governed by the laws of the State of Ohio. This agreement may only be modified by a written amendment signed by both parties.

PARISH

ARTIST(S)

Name of Parish

Name of Artist(s)/Band

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address of Parish:

Address of Artist(s):

Phone Number

Phone Number

Date

Date