

The Isis Project

PERFORMANCE AGREEMENT

THIS AGREEMENT is made on _____(date) between The Isis Project, a charitable organization, with a principal place of business at 2462 S Beckley (“TIP”) and _____ with an address of _____ (“Artist”).

It is understood and agreed between the parties as follows:

1. PERFORMANCE:

- Artist agrees to perform for (choose one):
 - a) 15 minute segment for presentations of poetry, dance, and single instrument recitals.
 - b) 30 minute segment for band and/or group musical presentations
- Date: _____
- Location (s): _____
- The scheduling and content of all activities and performance repertoire shall be determined by TIP.

2. COMPENSATION

Artist agrees that promotional and charitable value provided by TIP shall serve as full compensation for the Performance and activities specified above. Artist shall be solely responsible for all applicable expenses and taxes.

3. SERVICES TO BE PROVIDED

TIP agrees to furnish Staff for the Performance described above and for the necessary set-ups and appropriate rehearsal time.

Artist agrees to provide at Artist’s cost and expense such promotional and program material, including, but not limited to, a high resolution .jpg or tiff image for use in print media, a low resolution .jpg or tiff image for use online, and a description of the Performance.

4. INDEMNIFICATION

Both TIP and Artist shall defend, indemnify and hold each other, its officers, employees or agents harmless from and against any and all liability, loss, expense (including attorney’s fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorney’s fees, or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of its officers, agents, or employees.

5. USE OF TIP’S NAME: ADVERTISING

Artist agrees and has express written consent to promote said event through the use of social media (including Facebook and Twitter), promotional materials, announcements, signs, or other forms of communication or advertising.

6. INDEPENDENT CONTRACTORS

In the performance of this agreement, each party is an independent contractor and not an agent or employee of the other party.

7. NON-PERFORMANCE NOT A DEFAULT.

Neither Artist nor TIP shall be liable for failure to appear, present, or perform if such failure is caused by, or due to acts of nature or any cause beyond the control of Artist or TIP. The party unable to perform its obligations under this Agreement pursuant to this section shall provide adequate notice to the other party of its inability to perform. Notice under this section shall be deemed sufficient if given in person, by phone, fax or email.

The Isis Project

8. ARTIST WARRANTIES

Artist represents and warrants that the Performance will not interfere with or violate any copyright or proprietary right of any third party. Artist represents and warrants that Artist has the full right and authority to enter into this agreement.

This Agreement is executed and entered into as of the date first written above according to the laws of the state of Texas.

ARTIST

The Isis Project (TIP)

By: