

HOUSE PERFORMANCE AGREEMENT

Thank you for agreeing to host this performance for ROCKY VOTOLATO. I am excited to work together with you to make this a successful, safe and enjoyable evening for everyone involved. Please read over this to make sure we are in agreement on how things will work for the show.

This Agreement is by and between _____, residing at, _____ (“Host”), and, **ROCKY VOTOLATO**, with a principal place of business at, c/o The Agency Group USA, Ltd., 1775 Broadway, Suite 515, New York, NY 10019, Attn: Justin Bridgewater (“Artist”) (“Agreement”).

Venue / Performance Address: _____ (“Venue”)

Date of Show: _____

Tickets: No tickets shall be sold or given away to the public, except that a pre-determined number of tickets, not to exceed _____ per show, will be sold on a website designated by Artist. Any complimentary ticket requests by the Host must be submitted to Artist for pre-approval within ten (10) days before the show. Artist will do his best to accommodate Host’s request. Artist will provide Host with a list of people that have paid for admission to this performance. If anyone arrives at the venue that is not on the provided list, Host will not allow this person or persons in unless they are a previously invited, complimentary guest of Artist or of the Host. In certain circumstances, unexpected guests will be allowed in if both Host and Artist are consulted and in agreement, and if the unexpected guest pays the full admission price to Artist.

Set-time and duration: Artist’s set will commence on or about _____ PM and will last for 60-90 minutes, without intermission. Artist will have no obligation to remain at Host’s home after the end of the set. Host agrees that no other artists will perform at the Venue on the day of show, unless otherwise agreed by Host and Artist, in writing. Artist and Host will cooperate with one another to ensure that the Venue is vacated by show attendees within thirty (30) minutes after end of set.

Payment: No fees or payment will be due Host from Artist and no fees or payments will be due Artist from Host. Host to be responsible for all set-up and clean-up of Venue / Host home.

Insurance: Host and Artist will each carry and maintain their own respective general liability insurance policies. Each party indemnifies and holds the other harmless from and against any third party claims resulting from the indemnifying party’s negligent act(s) or failure(s) to act or breach of any of the terms of this Agreement.

Host’s Responsibilities:

- To provide a clean, safe Venue able to accommodate no less than _____ persons, seated comfortably. Any changes to Venue address shall be subject to Artist’s prior written approval which may be withheld within Artist’s discretion;
- To ensure that there is sufficient parking at or a short walk from, Venue, to accommodate approximately _____ vehicles;
- To ensure that Venue, parking area, entrance into and exit out of Venue are all well lit, safe, secure, and free from obstructions of any kind;
- To notify its neighbors and / or apartment building or dormitory management, if applicable, that a performance will be occurring at the Venue on the performance date and it will be Host’s responsibility to procure any and all necessary clearances, licenses and permissions in connection with the performance from anyone whose consent is required; Host must also have no reason to believe that this event will cause undue stress on the community or neighborhood.
- To admit into Venue only those people whose names appear on the guest list provided by Artist or Artist’s representative to Host;
- To provide Artist with a table and two (2) chairs inside the Venue for Artist to sell merchandise on day of show. Artist will be solely responsible for payment of any and all sales and other taxes on revenues derived from such sales.

Artist’s responsibilities:

- To sell tickets to the performance and provide host with list of people that have paid for performance;
- To bring or arrange for Artist’s musical instruments and necessary equipment;
- To work with Host to ensure that only authorized guests and patrons are permitted entry into Venue;
- To work with Host to ensure that no food, beverages, any perishable items, firearms, and/or illegal substances are brought into Venue; and,
- To perform a 60-90 minute set.

Cancellation: If the performance is cancelled in whole or in part for any reason because of an event(s) making performance impossible or due to a default by Artist, Artist will be responsible for refunding monies for tickets purchased.

Host and Artist acknowledge and agree that The Agency Group USA, Ltd., its employees, directors, officers, and affiliates are not party to this Agreement and shall not be responsible or liable for performance or breach(es) of the Agreement.

This Agreement shall be governed by the laws of the State of New York. The parties agree to submit to the exclusive jurisdiction of the courts of the State of New York for resolution of any disputes between them.

By their signatures below, each of the parties agrees to abide by the terms of this Agreement.

HOST:

ARTIST OR ARTIST’S REPRESENTATIVE:

Date: _____

Date: _____