

Hot Foot Harry - Appearance Agreement

THIS AGREEMENT is entered into this _____ day of _____ 20____, by and between the Performance Group ("Hot Foot Harry") and Buyer identified below (collectively, the "Parties").

IN CONSIDERATION of the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Buyer hereby engages Hot Foot Harry to provide a Performance upon the following terms:

- 1) **Performance Group:** HOT FOOT HARRY
- 2) **Performance Group Contact/Authorized Agent:** R. DAVID FOOTE
- 3) **Buyer Name and Address:** _____
- 4) **Place of Performance or venue:** _____
- 5) **Date of Performance:** _____
- 6) **Time of Performance:** _____ a.m./p.m. until _____ a.m./p.m.
- 7) **Breaks:** Hot Foot Harry shall have _____ breaks, averaging _____ each.
- 8) **Performance Fee:** Buyer shall pay a Performance Fee of _____, paid as follows:
 - A. A Deposit of _____ upon execution of this Agreement.
 - B. The Balance of _____ immediately following to the Performance.
- 9) **Promotion:** Buyer shall be responsible for all promotion of the Performance.
- 10) **Insurance:** Buyer warrants and represents that it has, or shall obtain, sufficient personal injury and property damage liability insurance with respect to the activities of Hot Foot Harry at the Venue.
- 11) **Accommodations:** Buyer shall provide each member of Hot Foot Harry with:
 - Reasonable amounts of free cold bottled water and cold soda during the Performance.
 - _____ Tickets to the Performance.
 - _____ Free meals on the Date of the Performance.
 - Lodging _____.
 - Transportation _____.
- 12) **Cancellation:** If Buyer cancels the Performance less than ___ weeks before the Date of Performance, Buyer shall forfeit the Deposit to Hot Foot Harry, as liquidated damages. In addition, if Buyer cancels the Performance less than ___ weeks before the Date of Performance, Buyer shall pay Hot Foot Harry, by the Performance Date, the above-identified Balance, as liquidated damages. The obligation of Hot Foot Harry to perform shall be excused by detention of personnel by sickness, accidents, riots, strikes, epidemics, acts of God, Force Majure or any other legitimate condition beyond their control.
- 13) **Merchandise:** Hot Foot Harry shall, at its option, sell promotional material at the Performance, retaining all proceeds associated therewith.
- 14) **General:** This Agreement will be governed and construed in accordance with the laws of the State of Pennsylvania. This Agreement constitutes the entire Agreement between the Parties.
- 15) **Additional Provisions:** The Parties agree to the following additional terms:

PROFESSIONAL SOUND SYSTEM - PROVIDED BY BUYER
(TECHNICAL RIDER TO FOLLOW IF DEEMED NECESSARY)

I have read and agree to all terms as written in this Agreement.

Buyer

By _____

Date _____

Performance Group

By _____

Date _____