

PERFORMANCE BOOKING AGREEMENT

This agreement (“*Agreement*”) is mutually agreed upon by FEDERICO HERRERA (“*Artist*”) and _____ (“*Client*”) on _____ (date of Agreement).

1. SERVICES TO BE PROVIDED BY ARTIST

a) Provide at least a _____-minute performance at the event (“*Event*”) located in _____ (city and state) (“*Date*”) between the hours of _____ (start time) and _____ (end time) (“*Time*”).

2. SERVICES TO BE PROVIDED BY CLIENT

- a) Client agrees to provide all entertainment at the Event other than Artist.
- b) Client agrees to provide a venue for the Event, all necessary permits and licenses to lawfully conduct the Event, including obtaining and paying all work visas for Artist as necessary, and all equipment for the operation of the Event and the performance by Artist, unless otherwise specified below.
- c) Client agrees to contact the following travel agent to make any and all necessary arrangements for prompt payment of airline costs incurred in Artist’s transportation to and from Event, including but not limited to travel reservations, no later than three (3) hours prior to Event.

3. COMPENSATION OF ARTIST

- a) Client shall pay Artist the sum of \$_____ (“*Fee*”) for the rendering of service(s) hereunder. Payment, along with any correspondence pertaining to this Agreement is to be mailed to: _____ (address).
- b) Client shall pay Artist fifty percent (50%) of the Fee as a good faith non-refundable deposit no later than one (1) week after receipt of this contract in order to secure booking engagements. Payment should be made in the form of cash (via wire transfer), cashier’s check, or money order made payable to Artist.
- c) Client shall pay Artist the remaining Fee no later than one (1) hour after her arrival in the form of cash unless otherwise agreed, and prior to the commencement of Artist’s performance.
- d) Client shall not offset any expenses or taxes of any type against the Fee.

4. CANCELLATION

a) In the event that the Client cancels the Event with at least 30 days prior notice from its scheduled Date and Time as detailed hereunder, no refund of any monies

paid in advance to Artist shall be made and the balance of the monies due to Artist shall be waived.

b) In the event that within 30 days of the Event, as detailed hereunder, the Client cancels the Event or if the Event fails to happen for any reason including Act(s) of God and/or closure by any local, state, or governmental law or edict, the full amount due shall be payable to Artist.

c) Notice of cancellation in advance shall be deemed received only upon direct voice contact between Artist and Client. In the event that this is not possible Client should notify Artist by written communication sent via overnight express delivery.

d) It is hereby agreed and understood that should Artist fail to appear for reasons such as any Act of God, civil war, natural disaster or airline or other transportation problem over which Artist has no control, this Agreement still stands.

5. INVOICING AND PROMOTIONS

a) Artist shall be billed on all promotional materials as FEDERICO HERRERA.

b) Client shall not represent Artist on any promotional materials through the use of derogatory descriptions, gender specific terms or unsuitable images (such as obscene, violent or degrading depictions of women). Any questions regarding the appropriateness of a word, phrase or image should be directed to Artist.

c) The production of and/or distribution of any/all promotional materials displaying Artist's name(s) or likeness prior to Artist being in receipt of the deposit required by paragraph 3(c) is unacceptable.

d) Client agrees to provide Artist with copies of all promotional material involved in Event, such as fliers, posters, advertisements, photographs, video and audio recordings, within one week of end of Event.

6. EQUIPMENT PROVISIONS

a) Artist will provide his own Equipment.

7. MISCELLANEOUS

a) Client indemnifies Artist from any liability arising from actions of the Event Client or Client's officers, directors, shareholders, principals, employees or agents, or arising out of the Event itself.

b) In the event that any legal action is brought against Artist as a result of the Event Client or Client's officers, directors, shareholders, principals, employees or agents, or arising out of the Event itself, Client agrees to bear all costs associated in the defense of itself and Artist in such action(s).

c) This Agreement may be changed only by mutual agreement of authorized representatives of the parties in writing.

d) This Agreement and conduct pursuant thereto shall be governed in all respects by the laws of the United States, State of Texas, without reference to its principles of conflict of laws. Any disputes between the parties as to the Agreement shall be litigated before a court in Texas and each party hereto consents and submits to the jurisdiction of such court over such dispute.

e) If Client signs below as any entity other than himself or herself as an individual, Client agrees that he or she is lawfully authorized to enter into this Agreement on behalf of such entity and that the entity represented is in good standing with any local, state, or governmental jurisdictions of the United States.

f) In the event that (1) Artist is advertised for event but is not sent deposit or (2) proper travel arrangements to secure the booking have not been made, Client agrees that it is responsible for paying Artist the full amount of the deposit regardless of whether Artist is present at event. This payment should be sent via overnight express delivery no later than one (1) week following the event.

g) Client is to ensure that no other person other than the Artist and/or Event technical staff are to enter stage area, at any time, before and/or during Artist's performance.

h) Client is required to fulfill all of Artist's reasonable requests in regards to food and beverage needs and guest list privileges at the Event.

i) The number of persons attending Event shall not affect the said terms and conditions contained herein.

j) Nothing contained herein shall be construed as creating any agency, partnership or other form of joint enterprise between the parties.

k) This Agreement may not be assigned, in whole or in part, by either party without the prior written approval of the other party to this Agreement. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.

l) This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Client: _____ (signature)

Artist: _____ (signature)