

PERFORMANCE AGREEMENT

THIS CONTRACT (the "Agreement") made and entered into this _____ day of _____,
_____ (the "Execution Date"),

BETWEEN:

_____ of _____
(the "Client")

OF THE FIRST PART

- AND -

Allan Dale Sizemore
(the "Performer")

OF THE SECOND PART

BACKGROUND:

A. The Performer is a professional entertainer known as "BlacKingCoal". ALL advertisements and promotion MUST BE worded as such- BlacKingCoal

B. The Client wishes to engage the Performer subject to the terms and conditions as follows:

IN CONSIDERATION OF and as a condition of the Client hiring the Performer and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement agree as follows:

Business Address of the Performer

1. Any payments by check or money order should be made out to Allan Dale Sizemore.

The Performer's business address is as follows:

Address: 578 Old White Trail

Telephone: (304) 646-1149

Email: mudbonebooking@yahoo.com

Business Address of the Client

2. The Client's business address is as follows:

Address: _____

Telephone: _____

Venue

3. The place of performance (the "Venue") is located at:

Name: _____

Address: _____

Telephone: _____

Performance

4. The entertainment to be provided by the Performer is generally described as

_____ (the "Performance").

Date and Time of Performance

5. The Performance will consist of one show on the date and between the times indicated in the table below and the Venue will be available for set-up and sound check at the date and time also indicated in the table:

Set-up Time and Date	Date of Show	Start Time	End Time
_____	_____	_____	_____

Payment

6. In full consideration for all services rendered by the Performer at the Performance, the Client agrees to pay the Performer a fixed fee of \$_____ USD (the "Fee").

Deposit

7. The Client will pay to the Performer \$_____ USD as a deposit (the "Deposit"). If the Client fails to provide the Deposit promptly by_____, _____, the Performer may cancel this Agreement without further obligation.

Performer Expenses

8. The Performer agrees that the Fee is inclusive of all expenses, accommodations, holiday entitlements, traveling expenses to and from the Venue and covers any costs incurred by the Performer whatsoever, except as expressly provided in this Agreement.

Payment of Balance

9. Promptly after the last show on the final date of the Performance, the Client will pay to the Performer any outstanding balance of the Fee in cash, money order, certified check, or online payment.

Cancellation

10. The Performer reserves the right to cancel this Agreement without obligation upon written notice to the Client prior to _____, _____. In the event the Performer cancels the Performance under the terms of this section, the Deposit will be returned to the Client promptly.
11. The Client reserves the right to cancel this Agreement without obligation upon written notice to the Performer NO LESS THAN 90 days prior. In the event of said cancellation, the Deposit will be returned promptly. Cancellation by the Client for any reason less than 90 DAYS prior will result in forfeit of the Deposit. Cancellation by the Client LESS THAN 60 days prior will also require payment of any outstanding balance of the FULL FEE.

Non-performance by the Client

12. Those obligations of the Client required to be met prior to the Performance are conditions precedent which must be satisfied in full by the Client before the Performer is required to perform unless otherwise agreed to by all parties in writing. If the Client cancels or postpones the Performance, or any show comprising the Performance, without proper notice or fails to make any payment or fails to perform any other condition precedent as required by this Agreement then the Client will be in breach of this Agreement and the Performer will have no further obligations under this Agreement. The Client will forfeit any Deposit already paid to the Performer.

Security Deposit

13. The Performer will not be required to post a security deposit against any or all possible damage related to or arising from the Performance.

Force Majeure

14. Neither the Performer nor the Client will be held liable for any failure to perform its obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labor difficulties or strike, inclement weather, epidemic, interruption or delay of transportation service, acts of God, or any other legitimate cause beyond the reasonable control of the Performer and the Client.

Sickness and Accidents

15. The Performer agrees to meet its obligations under this Agreement subject to legitimate incapacity by sickness or accident. Failure to meet its obligations under this section will result in the Performer returning any and all outstanding deposits to the Client.

No Recording of the Performance

16. Recording or transmitting of the Performance by anyone through any means whatsoever will not be allowed under this Agreement, unless negotiated prior. It is the responsibility of the Client to enforce this provision.

Merchandising

17. The Performer may offer CDs, tapes and other such items for sale at the Performance. The Client will provide a suitable area with reasonable visibility and accessibility to facilitate merchandising. Performer is not obligated to share ANY proceeds of sales unless set forth in writing prior.

Exclusivity

18. The Performer will perform exclusively for the Client throughout the actual period of services of this Agreement unless otherwise provided by the Client in writing. The Performer at the time of signing this Agreement will not be under any contract to a third party that might preclude the Performer from fulfilling the requirements of this Agreement.

Indemnification

19. The Performer is responsible only for its own conduct. The Performer will be compensated by the Client for any and all damage done to the Performer's equipment by the Client, its agents or guests. The Client indemnifies and holds the Performer harmless for any and all property damage or personal injury that results from or is related to the Performance that is not directly caused by the Performer.

Permits

20. The Client warrants and represents that it has obtained any and all permits, approvals, licenses and variances necessary for the Performance.

Security

21. The Client will take reasonable precautions for the safety of the Performer and the Performer's equipment during all aspects of the Performance and at all times while the Performer and the Performer's equipment is on the Venue premises. The Client is also responsible for ensuring that only the Performer and its designated technicians and representatives are allowed on stage or in the backstage area.

Picket Lines

22. The Performer will not be required to cross a picket line established by a labor organization at the Venue nor will the Performer be disciplined, or this Agreement be considered or deemed breached by the Performer, by reason of the Performer's refusal to cross such picket line.

Governing Law

23. This Agreement will be governed by, and construed in accordance with, the laws of the State of West Virginia. The Client and the Performer each submit to the jurisdiction of the courts of the State of West Virginia for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Covenant of Good Faith and Fair Dealing

24. The Client and the Performer agree to perform their obligations under this Agreement, in all respects, in good faith.

Additional Clauses

25. Additional compensation to include 1 meal for artist, either provided by venue consistent with performers dietary needs. Backstage hospitality may be acceptable if advanced with artist.
26. All lights and PA to be provided and compensated by venue, including sound/light techs to facilitate performance, unless otherwise noted and compensated.
27. At least one volunteer provided to artist for load in/out, to be compensated by venue.
28. Performer/artist is NOT to provide any additional personnel to facilitate performance at venue i.e. security, door check, valet, etc. et all.

29. Performer is NOT obligated to share any percentage of tips, and any tips thereof is NOT to be counted toward ANY agreed upon guaranteed compensation included in contract.

Miscellaneous Terms

30. Time is of the essence in this Agreement.

31. This Agreement may be executed in counterpart. Facsimile signatures are binding and are considered to be original signatures.

32. No part of the Performance may consist of acts in violation of any local laws, codes, statutes, ordinances, regulations, rules or any other requirements including building and fire regulations. If the Performer violates this section, the Client may immediately cancel the Performance and this Agreement.

33. The Performer's representative warrants that by signing this Agreement it has the authority to bind the Performer to the terms and conditions of this Agreement.

34. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

35. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

36. This Agreement contains the entire agreement between the parties and cannot be changed except by written instrument subsequently executed by the parties to this Agreement. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made to the Client by the Performer, or to the Performer by the Client, in the negotiation stages of this Agreement may in some way be inconsistent with this final written contract. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

- 37. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Performer's successors, assigns, executors, administrators, beneficiaries, and representatives, and the Client's successors and assigns.
- 38. The Performer specifically warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. The Performer indemnifies the Client for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the Performance.
- 39. The Client will be responsible for providing suitable power and electricity for the Performance.
- 40. It is the intent of the parties to this Agreement that the Performer is an independent contractor and will control the manner and means of the Performance. The Client will control the scheduling of the Performance. The Performer is not an employee of the Client. The exclusive nature of this Agreement is limited to the duration of the Performance and it is expected that the Performer will enter other similar agreements with other clients.
- 41. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven days after being placed in the mail, postage prepaid, to the parties at the respective addresses contained in this Agreement or as the parties may later designate in writing.

IN WITNESS WHEREOF the Client and Performer have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

Allan Dale Sizemore