

PERFORMANCE AGREEMENT

This agreement is between the parties (SPONSOR and ENTERTAINER) named below for entertainment services to be rendered. The particulars of the agreement are as follows:

1) THE PARTIES:

a) SPONSOR (purchaser of entertainment services):

COMPANY / ORGANIZATION: [REDACTED]

REPRESENTATIVE OF SPONSOR: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE: [REDACTED]

EMAIL: [REDACTED]

WEBSITE: [REDACTED]

b) ENTERTAINER (provider of entertainment services):

ENTERTAINER / ACT NAME: Nathan Tricky Allen (comedy-magician)

REPRESENTATIVE OF ENTERTAINER: Nathan Tricky Allen (*self-represented*)

MAILING ADDRESS: [REDACTED]

PHONE: [REDACTED]

EMAIL: [REDACTED]

WEBSITE: <http://AdultsOnlyMagic.com>

2) PERFORMANCE DETAILS:

a) **Date of Performance:** [REDACTED]

b) **Showtime and Duration of Performance:** 8 : 00 PM showtime, with a duration of 60 - 70 minutes

c) **Location of Performance:** [REDACTED]

Specific Room / Banquet Hall / Stage: [REDACTED]

d) **Type of Event / Show:** after-dinner entertainment for the [REDACTED] annual convention

e) **Approximate Expected Attendance:** 175 - 200 (private event)

f) **Content and Rating of Act:**

ENTERTAINER's act is a stage / stand-up performance which is typically described as "Comedy Magic". It combines sleight-of-hand magic / stand-up comedy / situational humor / prop gags / audience participation. The performance shall be targeted at adults and will contain adult humor / language / references / situations which may not be appropriate for children.

The performance shall not include any hurtful or discriminatory material regarding race / political preferences / religious beliefs / sexual orientation / gender identification.

Other than these guidelines, the ENTERTAINER shall have exclusive control over all creative elements of his performance.

3) ENTERTAINER'S ARRIVAL TIME FOR LOAD-IN AND SET-UP:

a) **Time:** Approximate time, on the day of the event, that ENTERTAINER can be expected to arrive to location and performance area to load-in, set-up, and do a sound and lighting check: 3 : 00 PM

b) **Access to venue for set-up:**

The venue and performance area shall be ready and accessible at the entertainer's above-stated arrival time because - depending on the specific set-up situation - the load-in and set-up may take anywhere from 30 to 90 minutes.

c) **On-Site Representative and Contact Info:**

SPONSOR shall provide a representative to be present at ENTERTAINER's arrival time, to show ENTERTAINER to the performance space, unlock doors, etc.

On-Site Representative Name: [REDACTED] Mobile Phone Number: [REDACTED]

4) **PERFORMANCE AREA / STAGE:**

a) **Performance Area Required:**

SPONSOR shall provide an area of at least **8 feet deep** by **12-16 feet wide** for the performance to take place.

b) **Visibility / Raised Stage:**

It is understood that - due to the visual nature of ENTERTAINER's performance - the entertainment value and the audience's enjoyment of this performance will be greatly enhanced by having the performance area elevated on a stage / platform / riser (so that the entire audience - even those furthest from the stage - can clearly see the ENTERTAINER).

c) **Safety and Stability of Stage / Raised Platform:**

Any stage / platform / riser provided by SPONSOR shall be solidly constructed with no soft spots / gaps / uneven sections which may pose a trip hazard. If the stage is sectional it **MUST** be securely **LOCKED** together so sections do not slide apart - this is imperative for the safety of the performer and audience participants.

d) **Steps for Audience Participants:**

If a provided raised stage is taller than 1 foot, SPONSOR shall also provide stairs for safe and quick access to the stage by audience participants.

e) **Access to Stage / Performance Area For Set-Up:**

The performance area or stage shall be ready / accessible / otherwise unused / cleared of unnecessary furniture and equipment / and tested for safety before ENTERTAINER's arrival time.

f) **Additional Notes About Performance Area:**

More info about the performance area / staging may be found in the Technical Details document (at <http://AdultsOnlyMagic.com/Tech>).

5) **AUDIENCE SEATING:**

It is understood that - due to the visual and interactive nature of ENTERTAINER's performance - the audience should be seated as **CLOSE** to the performance area as possible and only to the **FRONT** of the performance area. SPONSOR shall use its best efforts to:

(a) Seat the audience as **CLOSE** to the front of the performance area as possible (no further than 5-6 feet between performance area and first audience row or table) (i.e. **NO DANCE FLOOR** between audience and stage), and...

(b) Seat the audience only to the **FRONT** of the performance area (not wrapped around the sides or behind the performance area).

More info about audience seating may be found in the Technical Details document (at <http://AdultsOnlyMagic.com/Tech>).

6) **SOUND / LIGHTING / ELECTRICAL:**

a) **SOUND SYSTEM:**

SPONSOR shall provide the sound system for the performance - as well as a competent operator or technician - in

accordance with the specifications in ENTERTAINER's Technical Details document (which can be found at <http://AdultsOnlyMagic.com/Tech>).

b) **STAGE LIGHTING:**

SPONSOR shall provide the stage lighting for the performance - as well as a competent operator or technician - in accordance with the specifications in ENTERTAINER's Technical Details document (which can be found at <http://AdultsOnlyMagic.com/Tech>).

c) **HOUSE LIGHTING:**

Just before the performance begins the SPONSOR shall dim the "house lights" (any lighting over and around the audience) and the house lights shall remain dimmed for the duration of the performance. This should be planned with venue staff well in advance (to avoid a last-minute scramble at show-time).

d) **ELECTRICITY:**

SPONSOR shall provide access to at least two (2) 110-volt 15-amp grounded electrical outlets (standard household-style outlets) in or near the performance area (to power on-stage sound and lighting equipment). These electrical outlets shall be tested / operational / unused by ENTERTAINER's arrival time.

7) PERFORMANCE CONDITIONS:

The SPONSOR shall provide and maintain a suitable environment for the performance which is:

- a) suitable for the performance described herein,
- b) conducive to the audience's enjoyment of said performance,
- c) safe for the ENTERTAINER and audience, and
- d) free of any and all matters which could (in ENTERTAINER's sole judgment) prevent / hinder / halt / interrupt the performance (including disruptive audience members / loud conversations / unsafe staging / electrical hazards / etc.).

8) RECORDING / PHOTOGRAPHY / INTELLECTUAL PROPERTY:

A small amount of photography and/or video-recording for personal use is permitted without special permissions - so long as it is not excessive or distracting to the audience or the performer. Video-recording large segments of the performance, or the performance in full, for online live-streaming, commercial distribution, or broadcast is strictly prohibited, in order to protect intellectual property and proprietary performance material of ENTERTAINER, and in order to protect the entertainment value, which heavily relies on the element of surprise, for future audience members. ENTERTAINER shall have the option to photograph and/or record the performance and to use the photos and/or recordings as he sees fit.

9) MERCHANDISING:

ENTERTAINER shall have the option to sell souvenir merchandise following the performance and shall retain all proceeds of sales. Any such offer shall be in a polite and no-pressure "available after the show if interested" manner.

10) PROMOTION AND ADVERTISING:

SPONSOR shall provide - and use its best efforts in - all promotion and advertising of the performance. In any and all promotion SPONSOR shall fully identify ENTERTAINER as "NATHAN TRICKY ALLEN" and ENTERTAINER's performance shall be described as "Comedian Magician" / "Comedy Magician" / or "Comic Magician" (both comedy AND magic should be mentioned) and it should be clear that the show is not suitable for children. Promotional materials are available for download online at <https://AdultsOnlyMagic.com/Promo/>.

11) OVERNIGHT HOTEL ACCOMMODATIONS:

SPONSOR shall provide ENTERTAINER one (1) overnight hotel room reservation for the evening of the performance at no cost to ENTERTAINER. This should be in a safe and secure hotel or motel (no private residences) as near to the venue as possible (preferably no more than 10 minutes from venue). ENTERTAINER must be able to check-in to the hotel without the SPONSOR physically present at the hotel with the credit card (this may require an authorization form between hotel and SPONSOR). An early check-in and/or late check-out may be required. SPONSOR shall provide ENTERTAINER the details

of the reservation no later than one (1) week in advance of the performance date.

12) INDEMNIFICATION:

Any and all licenses / certificates / liability insurance / event insurance / permits with respect to the event and location where SPONSOR directs ENTERTAINER to perform are at the SPONSOR's discretion / responsibility / cost. ENTERTAINER shall be compensated by SPONSOR for any and all damage done to ENTERTAINER's equipment by SPONSOR (including its agents and guests). It is understood that ENTERTAINER is responsible only for his own conduct and SPONSOR agrees to indemnify and hold ENTERTAINER harmless for any and all property damage or personal injury related to the performance and event that is not directly caused by ENTERTAINER.

13) CANCELLATIONS & RESCHEDULINGS:

Both parties agree that it is in everyone's best interest to not cancel or reschedule the performance, and agree in good faith that they will use their best efforts to avoid a cancellation or rescheduling if at all possible. However, if the performance must be cancelled or postponed, the following shall apply:

- a) **CANCELLATION BY SPONSOR:** When ENTERTAINER accepts an engagement, they block off the date and turn down other potential engagements to ensure availability for SPONSOR's event. It is understood that, as a performance date approaches, it becomes increasingly more difficult and costly to find and book a replacement engagement if SPONSOR were to cancel the performance. For this reason, provided ENTERTAINER is otherwise ready / willing / able to perform, and SPONSOR cancels this performance for any reason, then the following shall apply:
 - i) **Cancellation more than 30 days before the performance:** SPONSOR forfeits 100% of the reservation fee.
 - ii) **Cancellation 15-30 days prior to the performance:** SPONSOR forfeits 100% of the reservation fee, and is responsible for 50% of the remaining balance of the fee.
 - iii) **Cancellation less than 15 days prior to the performance:** SPONSOR forfeits 100% of the reservation fee and is responsible for the full remaining balance of the performance fee.
- b) **CANCELLATION BY ENTERTAINER:** If SPONSOR is otherwise ready / willing / able to host the scheduled performance, but ENTERTAINER is forced to cancel his performance for any reason, then the following applies:
 - i) ENTERTAINER shall issue a full refund to SPONSOR of any reservation fee already paid, and
 - ii) ENTERTAINER will use his best efforts to assist SPONSOR in finding suitable replacement entertainment.
- c) **FORCE MAJEURE / RESCHEDULINGS:** If an unexpected, unforeseen event beyond the control of either party will make the performance impossible or unsafe, then both SPONSOR and ENTERTAINER will work together in good faith to find a mutually agreeable alternative date. The reservation fee will be retained by ENTERTAINER, but this fee may be applied to a future rescheduled date within 6 months of the original performance date (subject to ENTERTAINER's availability).

14) COMPENSATION:

It is understood that ENTERTAINER is an independent contractor and not an employee of SPONSOR. All parties involved agree to keep these compensation amounts confidential except where disclosure is required by law. All payments shall be made payable to "NATHAN TRICKY ALLEN." Upon SPONSOR's request, ENTERTAINER shall provide a completed W-9 form.

TOTAL FEE:

The total monetary compensation agreed upon for this engagement of ENTERTAINER is: \$ [REDACTED] and shall be split into two payments:

- a) **PAYMENT #1: RESERVATION FEE:** To reserve the date SPONSOR shall make a payment to ENTERTAINER in the amount of \$ [REDACTED] using the secure webpage [REDACTED] (Card, PayPal, Venmo, or Zelle are accepted)
This Agreement is not valid until this reservation fee has been processed.

This payment is due upon receipt of this Agreement.

- b) **PAYMENT #2: BALANCE:** The remaining balance of \$ [REDACTED] shall be paid to ENTERTAINER on the date of the scheduled performance. Business checks / money orders / cash / or the webpage [REDACTED] are all accepted for the payment of the balance.

15) APPROVAL OF THIS AGREEMENT:

Both parties agree to the terms and conditions of this Agreement. Each party's representatives warrant that they are the valid representatives of their respective parties and are authorized to enter their parties into this Agreement.

ENTERTAINER (sign and date):



DEC. 13, 2024

Nathan Tricky Allen
(self-represented ENTERTAINER)

SPONSOR (sign and date):



[REDACTED]
[REDACTED]

Note To SPONSOR:

Please sign, date, and return this Agreement (PDF) to [REDACTED] and take care of your Reservation Fee at [REDACTED]