

**This** agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between NYC Jubilee, Inc. (hereinafter "Performer") and \_\_\_\_\_ (hereinafter "Organizer").

**Now**, in consideration of the following covenants, conditions, and promises, the Organizer agrees to hire the services of PERFORMER to perform an engagement and PERFORMER agrees to provide such performance services, under the following terms and conditions:

Place of Engagement: \_\_\_\_\_

Exact Address of Engagement: \_\_\_\_\_

Date of Engagement: \_\_\_\_\_

Preferred Time of Engagement: \_\_\_\_\_

Earliest/Latest time of arrival: \_\_\_\_\_

If bar, please specify the exact start/end time of the party: \_\_\_\_\_

Duration/Hours/Sets of Performance: \_\_\_\_\_

Type of Function: \_\_\_\_\_

Venue Contact Number (cell phone number): \_\_\_\_\_

Transportation Fee (if applicable): \_\_\_\_\_

The consideration paid for by the Organizer to PERFORMER for the above mentioned engagement is as follows:

Total Guaranteed Fee: \_\_\_\_\_

Deposit: \_\_\_\_\_ (Credit Cards are accepted for deposit only)

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_/\_\_\_\_ Security code: \_\_\_\_\_

Final Payment: \_\_\_\_\_ (due date of Engagement prior to performance (**in cash**))

**Additional Terms and Conditions:**

**Legality of Service** – Organizer understands that the service provided for by PERFORMER is a legally-provided service.

**Security** – Organizer will provide sufficient security so that no unauthorized persons will have access to the private performance area. PERFORMER expressly reserves the right to cancel the performance without a refund at any time during the performance if, at the sole discretion of PERFORMER, the

performers are being treated in any prohibited or offensive manner.

**Transcription** – No performance shall be recorded, video-taped, reproduced, transmitted or disseminated in or from the place of engagement in any manner or by any means whatsoever by the Organizer or any of the participants or any other party without the prior written consent of PERFORMER.

**Insurance** – Organizer agrees to retain any and all necessary personal injury insurance or property damage liability insurance with respect to the activities of PERFORMER on the premises. Organizer agrees to indemnify and hold PERFORMER harmless from any and all claims, liabilities, damages, and expenses arising from any activity of PERFORMER or Organizer or any other persons present at time of performance while PERFORMER is rendering the contracted services.

**Cancellation** – In the event that Organizer cancels any performance less than forty-eight (48) hours prior to the performance, Organizer will pay PERFORMER, as liquidated damages, one half (1/2) of the guaranteed fee. In the event that that Organizer cancels any performance less than seventy-two (72) hours prior to the performance, Organizer will forfeit the deposit paid to PERFORMER.

**Performers** – Organizer selects the following performers for the Engagement:

First Choices: \_\_\_\_\_

Second Choices: \_\_\_\_\_

The specific clause of this agreement that selects the specific performers to be provided by PERFORMER (as selected by the Organizer above) is subject to termination and severance for any reason at all, including without limitation, due to sickness, accident, riot, strikes, epidemic, acts of G-d or other legitimate conditions beyond their control. Organizer understands that if a chosen performer cannot attend the Engagement for a legitimate reason, it will be the right and duty of PERFORMER to replace said performer, at PERFORMER's sole discretion, taking into account the Organizer's preferences.

**Disputes** - In the event any dispute arises under this Agreement that results in litigation or arbitration, the prevailing party shall be paid its reasonable attorneys' fees and costs by the losing party.

**Other Special Requests:**

This contract and any attachments or riders incorporated herein shall be governed by the laws of the State of New York and may be modified only in writing signed by the parties. This Agreement is valid and binding only upon full execution by all parties to said Agreement.

**For Organizer:**

Name:

Address:

E-mail Address:

Phone Number: