

Performance Agreement

Basic Terms

Name of Band ("Artist"): **inna Rude Mood**

Name of venue: _____

Person booking performance ("Purchaser"): _____

Date(s) and time(s) of performance: _____

Number of sets and duration: _____

Time for load-in: _____

Time for sound check : _____

Total compensation: _____ (remainder due at sound check)

20% Deposit payment: _____

(check payable to **Ruben DeLarosa** and mailed to Scott Carlson, 994 Sharon Lane, Ventura, CA 93001)

Date deposit payment to be paid: _____

Names of Musicians who will Perform

Guitar & Vocals: Scott Carlson

Drum Kit & Vocals: Ruben De La Rosa

Bass & Vocals: Maggi Hall

Artist's Right to Terminate. If Artist is entitled to a deposit payment as provided in the Payment section of this Agreement, and the deposit has not been paid within the time specified, Artist shall have the right to terminate this agreement without any further obligation.

Rider and Attachments. Any attached Performance Agreement Rider (the "Rider") and any other attachments or exhibits to this Agreement are incorporated in this Agreement by reference.

General. Nothing contained in this Agreement or the accompanying Rider shall be deemed to constitute either Purchaser or Artist a partner or employee of the other party. This Agreement and the accompanying Rider and exhibits express the complete understanding of the parties and may not be amended except in a writing signed by both parties. If a court finds any provision of this Agreement or the accompanying rider invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties. This Agreement shall be governed by and interpreted in accordance with the laws of California. In the event of any dispute arising from or related to this Agreement, the prevailing party shall be entitled to attorney's fees.

Scott Carlson
(Artist Representative)

Signature
994 Sharon Lane
Ventura, CA 93001

Date

(Print Name of Purchaser Representative)

Signature

Date

Performance Agreement Rider Additional Terms and Conditions

Merchandise. Purchaser shall not permit any sale or distribution of merchandise bearing artist's trademarks or image. Artist may sell performance-related merchandise at the venue upon notice to Purchaser.

Dressing Room. Purchaser shall provide a safe, clean, dressing room with a lock. Alternatively, if Purchaser provides complimentary hotel rooms the night of the performance for use by the Artist, an additional dressing room near the venue need not be provided.

Complimentary Tickets. Unless otherwise agreed or the venue is a private party, Purchaser will allow 1 guest per band member, with a maximum of 3 tickets.

Security. Purchaser shall provide adequate security so as to guarantee the safety of the audience and the Artist.

Hospitality. Purchaser shall provide complimentary hotel rooms the night of the performance for use by the Artist. Unless otherwise indicated, Purchaser will provide an allowance of hot and cold beverages in the dressing room for the sole use of band. In lieu of the foregoing, Purchaser can allow band and guests complimentary dining at the audience's dinner.

Background Music. Artist shall supply all background music played before and after the Artist's performance in the form of a CD.

Insurance. Purchaser shall obtain and maintain, at its own expense, adequate personal injury and property damage liability insurance coverage and such coverage shall extend to all activities related to Artist's engagement and performance. Except for claims arising from Artist's willful or intentional acts, Purchaser shall indemnify Artist for any third party claims.

Cancellation. If Purchaser cancels the performance less than four weeks before the performance, Purchaser will pay Artist 20% of the guaranteed fee for the performance. If Purchaser cancels the performance less than two weeks before the performance, Purchaser will pay Artist 50% of the guaranteed fee for the performance. The parties agree that such payments are reasonable in light of anticipated or actual harm caused by the cancellation and the difficulties of proving the actual damages to Artist.

Sound System. Artist owns and would prefer to use it's state-of-the-art Bose Personal Amplification sound system. However, if Purchaser needs to provide the sound system, it must be operated by a professionally qualified sound engineer and meet the following requirements: Front of house sound system with sufficient power to adequately cover the entire venue; Artist will use it's Bose system for backline amplification and monitoring; 3 vocal mics on boom stands (Shure SM58-Betas or equivalent); mono direct input for

guitarist's amplifier output; mono direct input for bass guitarist's output; two overhead mics for drum kit (AKG C 3000B or equivalent) and individual mics for kick drum (Sennheiser e602 or equivalent) and snare drum (Shure SM57 or equivalent); ability to modify vocal inputs with compression, noise gating, reverb and delay to achieve a professionally processed sound; CD player to broadcast band's "walk-in music".

Light Show System: Purchaser agrees to provide a light show system meeting the following requirements: stationary floodlight cans of multi-colors that adequately light the performers to provide sufficient light to see instruments and that also create appropriate mood lighting for a visually entertaining performance. If allowed by venue, an odorless fog machine of sufficient output to blanket the stage area up to three times during the artist's performance.

Pyrotechnic Devices. Artist shall not use any pyrotechnic devices during the performance.

Video and Audio Taping. Purchaser shall not arrange for video or audio taping without first receiving written approval from Artist. If Artist notifies Purchaser of intent to video or audiotape the performance, Purchaser will allow reasonable access to the venue by the video and/or sound crew.