



THIS AGREEMENT is entered into this ____ (day) of _____ (month), 20__ (year), by and between Weathered and Buyer identified below (collectively, the "Parties").

IN CONSIDERATION of the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Buyer hereby engages Weathered to provide a Performance upon the following terms:

- 1) Weathered Contact/Authorized Agent. _____
- 2) Buyer Name and Address. _____
- 3) Place of Performance. _____
- 4) Date of Performance. ____/____/____
- 5) Time of Performance. _____
- 6) **Breaks.** Weathered shall have ____ break(s) averaging ____ minutes each.
- 7) **Performance Guarantee*.** Buyer shall pay a Performance Guarantee* of \$_____, paid as follows:
 - A. A Deposit of \$_____ Due Now.
 - B. The Balance of \$_____ immediately preceding the Performance.
- 8) **Sound System.** Weathered reserves the right to provide a sound system and engineer for their own use at NO ADDITIONAL COST to purchaser.
- 9) **Insurance.** Buyer warrants and represents that it has, or shall obtain, sufficient personal injury and property damage liability insurance with respect to the activities of Weathered at the Place of Performance.
- 10) **Accommodations.** Buyer shall provide each member of Weathered with: _____
- 11) **Cancellation.** If Buyer cancels the Performance less than ____ month(s) before the Date of Performance, Buyer shall forfeit \$_____ to Weathered, as liquidated damages. In addition, if Buyer cancels the Performance less than ____ month(s) before the Date of Performance, Buyer shall pay Weathered, by the Performance Date, the above-identified Balance, as liquidated damages. The obligation of Weathered to perform shall be excused by detention of personnel by sickness, accidents, riots, strikes, epidemics, acts of God, Force Majure or any other legitimate condition beyond the control of Weathered.
- 12) **Merchandise.** Weathered shall, at its option, sell promotional material at the Performance, retaining all proceeds associated therewith.
- 13) **General.** This Agreement will be governed and construed in accordance with the laws of the State of Louisiana. This Agreement constitutes the entire Agreement between the Parties.
- 14) **Additional Provisions.** The Parties agree to the following additional terms:

I have read and agree to all terms as written in this Agreement.

Buyer

By _____

Date _____

Weathered

By _____

Date _____