

THIS PERFORMANCE AGREEMENT is made and entered into as of _____, 20__, by and between **The Comedy Arts Theater of Charlotte, LLC**, whose business address is 4200 South Blvd., Suite B, Charlotte, NC 28209 ("Purchaser") and _____ ("Performer"). In consideration of the mutual covenants herein contained and, intending to be legally bound hereby, the Purchaser and Performer(s) agree as follows:

Hey, we want you to come perform at CATCh and we'd like to pay you for it! Below we're going to outline how that works:

1. **Engagement.** The Purchaser hereby engages Performer(s) to render a theatrical performance (the "Performance"), and Performer(s) hereby agree(s) to render such Performance under the terms and conditions specified herein.

You agree to come perform under these terms.

2. **Performer(s)' Obligations.** Performer(s)' obligation to perform hereunder is subject to the unavailability of Performer(s) as a result of sickness, accidents, acts of God, and other reasons beyond Performer(s)' control.

If something comes up, and you can't make the show through no fault of your own, you don't owe us anything. If you just decide to go hang out at the park instead of performing, you don't owe us anything either, but we can choose to not invite you back.

3. **Location of Performance.** The Performance will take place at the following location:

Name: Comedy Arts Theater of Charlotte
Street Address: 4200 South Blvd.
Suite B
Charlotte, NC 28209

This is where you'll be performing. YAY!

4. **Dates and Times of Performance.** Performance dates and times will be scheduled between the Performer(s)'s designated representative and the Purchaser's Artistic or Business Director.

We hope you'll come perform a bunch of times, and we can work those specifics out through email, text message, or carrier pigeon.

5. **Payment.** In full consideration for all services rendered by Performer(s) at the Performance, Purchaser agrees to make the following payment in U.S. funds to Performer(s)

We're about to get super clear on how your payment gets calculated. We pay in U.S. Dollars, not Monopoly money.

- a. **Excess Gross ticket sales.** For each performance, Purchaser will pay Performer(s) an amount equal to the gross ticket sales in excess of the 30th. If the performance sells 40 tickets, Performer(s) will be entitled to the gross ticket price for 10 tickets. Pay is capped at \$200 per Performance, unless otherwise agreed to in writing beforehand.

We keep the money from the first 30 tickets sold, you keep the money from the next 20. \$200 is the max.

- b. **Comps.** Comps (complimentary tickets) issued by the Purchaser will count towards the total gross ticket sales. Comps issued by the Performer(s) will not count toward the total gross ticket sales. Performer(s) can issue 1 comp per individual performing.

When CATCh gives out free tickets, you still get paid (assuming we're above 30 audience members). When you give out free tickets (only 1 per performer, please), you don't get paid for those. That seems reasonable.

- c. **Students.** CATCh students are allowed to come see shows for free, and are only allowed admission after all paying customers. Students do not count toward ticket sales.

If the theater doesn't sell out, we let students come watch for free. We're not paying you when they come watch. But hopefully they'll bring a friend or date, in which case you WILL get paid more! WOOT WOOT

- d. **Definitions.** For the purposes of this Performance Agreement, the following definitions apply: Gross ticket sales means the sum of any and all monies paid for admission to the Performance.

To be clear, we're talking about the ticket price.

6. **Promotion.** The Purchaser will promote the Performance through its usual channels. Performer(s) may promote the Performance at their own expense.

We're gonna let people know you're coming to perform, and we'll pay to do that when it makes sense. If you want to spend money promoting the show, go for it (but we're not reimbursing you).

7. **Merchandise.** At Performer(s)'s option, Performer(s) may offer CDs, tapes and other items for sale at the Performance. Performer(s) will retain all proceeds from such sales.

It's cool if you want to sell shit at the show, and all that money is just yours. As long as you're not selling concessions, 'cause we do that.

8. **Cancellation.** In the event Purchaser cancels the Performance, Purchaser will have no liability to Performer(s) hereunder.

If we have to cancel the show, we don't owe you money.

9. **Performance Quality.** Purchaser can expect a high level of performance quality. Performer(s) will arrive on-time and perform free of impairment from drugs or alcohol.

Please be respectful.

10. **Taping of Performance.** Purchaser may record some or all of the performance to assist in future promotional efforts. Performer(s) are entitled to be provided a copy of any and all raw material collected.

If you're up for it, we may record the show. We'll use that to promote you and the theater, and you're welcome to use the video too (for submitting to festivals or whatever).

11. **Non-Exclusivity.** The Performer(s) are not bound to the Purchaser, and are not excluded from performing at other venues at their sole discretion. Purchaser likewise may contract for other performers at will, and has no obligation to invite the Performer(s) back.

We're not monogamous.

12. **Miscellaneous.** This Performance Agreement and the attached rider(s), if any, set forth the entire agreement between the parties, and may not be amended except in a writing signed by both parties. This Performance Agreement will be governed by and construed in accordance with the laws of the State of North Carolina, without regard to the principles of conflicts of law. In any action or proceeding involving a dispute between the Purchaser and the Performer(s) arising out of this Performance Agreement, the prevailing party will be entitled to receive from the losing party reasonable attorney's fees.

Our lawyer made us add this.

Performer(s) and Purchaser have each caused this Performance Agreement to be signed by its duly authorized representative.

PURCHASER PERFORMER(S)