

# PERFORMANCE CONTRACT

This Contract is hereby agreed between \_\_\_\_\_  
hereinafter called the "PROMOTER") of \_\_\_\_\_ [Business Address]  
and KEVIN HAYNES of 11A, SEVINGTON STEET, LONDON, W9 2QN (hereinafter  
called the "ARTIST").

Whereby it is agreed that the PROMOTER shall engage the ARTIST and the ARTIST shall accept the Engagement to appear in one (1) concert performance (hereinafter called the "ENGAGEMENT").

Date of ENGAGEMENT: \_\_\_\_\_  
Venue Name: \_\_\_\_\_  
Venue Address: \_\_\_\_\_  
Invoice Address: \_\_\_\_\_  
Invoice For Attn. Of: \_\_\_\_\_  
Time(s) of Performance(s): \_\_\_\_\_  
Duration of Performance(s): Seventy Five (75) Minutes approx. (Please be aware time may run over)  
PROMOTER'S Contact Name: \_\_\_\_\_  
PROMOTER'S Contact Telephone Number: \_\_\_\_\_  
"Get-in" Address (if different from Venue Address): \_\_\_\_\_  
"Get-in" Time of ARTIST: \_\_\_\_\_  
Sound Check Time: \_\_\_\_\_ Ninety (90) Minutes Minimum required \_\_\_\_\_  
Doors Open to Public: \_\_\_\_\_  
Curfew Time: \_\_\_\_\_  
Ticket Prices: \_\_\_\_\_  
Venue Capacity: \_\_\_\_\_

The PROMOTER shall pay the ARTIST or their representative, as the performance fee for the ARTIST engagement :

A **guarantee of** 1,500 + 6,199

This payment is net of any taxes or commissions. This payment to be made in cash on the night of the performance.

(N.B. This price includes a sum of **£6,199** UK Sterling) for the ARTIST to arrange vehicular transport within the UK and Europe, including between CENTRAL LONDON and ANY LONDON AIRPORT. For an estimate breakdown of those expenses -see **Appendix 3** at the end of the contract. This sum must be paid **IN ADVANCE** in accordance with item 1. as set out below.)

**Furthermore the PROMOTER shall provide and arrange at his or her own expense:**

1. All Transport costs for ten persons (outbound and return) between CENTRAL LONDON and the venue. All and any transport costs must be paid for **PRIOR TO** the date of the ENGAGEMENT. All transport arrangements must be clearly indicated **IN WRITING** to the ARTIST at least **FOUR WEEKS** prior to the outbound journey commencing.(max)
2. Substantial hot meals (see refreshment rider) for **10 (ten)** persons on the day of the

ENGAGEMENT at \_\_\_\_\_ [Approximate Time]  
at \_\_\_\_\_ [Restaurant address]

3. Refreshments: **Refer to attached Hospitality Rider (Appendix 1).**

4. Two secure (lockable) dressing rooms at the venue: **Refer to attached Hospitality Rider (Appendix 1).**

5. One or more persons to carry and/or move heavy equipment from and to vehicular transport upon the ARTIST'S (or their representatives) arrival at and before departure from the venue.

6. Good quality Hotel accommodation in the form of **10 (ten) Single Rooms Only** and to include Full English Breakfast for **10** persons for the duration of (\_\_\_\_) nights at:

Hotel Name: \_\_\_\_\_

Hotel Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Breakfast served until: \_\_\_\_\_ a.m.

### ***Schedule A : General Conditions***

A1}

The PROMOTER agrees to meet the technical requirements for the ENGAGEMENT, to include Personal Address and Lighting which shall be stipulated by the ARTIST by means of the Equipment Rider attached to this Agreement (Appendix 2).

A2}

The PROMOTER shall provide proper security at all times to ensure the safety of the ARTIST **and** his instruments, costumes, equipment and personal effects and property, together with **all** the ARTIST'S auxiliary personnel, and **their** instruments, costumes, equipment and personal effects and property.

A3}

All instruments and property belonging to the ARTIST or his auxiliary personnel, once installed on the stage, shall not be touched or re-located or used by any other than the ARTIST or his auxiliary personnel **without the ARTIST'S express permission.**

A4}

The ARTIST reserves the right to a sufficient Sound Check at the times arranged and agreed. In the event of the PROMOTER'S equipment not being readily prepared in adequate time for this agreed Sound Check to commence at the time agreed herein, the ARTIST will then reserves the right to complete his full Sound Check sufficiently, even if this should result in the late admission of the Public to the ENGAGEMENT.

A5}

The PROMOTER shall provide the ARTIST at least two (2) weeks prior to the ENGAGEMENT with all details of the correct Billing/Advertising of the ENGAGEMENT including all details pertaining to the supporting artist(s) - (if any). This Billing/Advertising should clearly include the wording:

***Kevin Haynes "Grupo Elegua"***

A6}

The PROMOTER shall ensure that **NO Photography, Audio Recording or Filming** of any kind occurs without direct permission from the ARTIST. *ANY recording of the ENGAGEMENT for Radio, Film, Television or on ANY video or audio format shall be subject to a SEPARATE CONTRACT.*

A7}

The ARTIST is happy to take part in Media Interviews in conjunction with this ENGAGEMENT provided that prior arrangement is confirmed between the PROMOTER and ARTIST. The ARTIST would appreciate all copies of Press previews, to be sent to the ARTIST'S address given herein.

A8}

The PROMOTER shall permit the ARTIST to sell his merchandise during the ENGAGEMENT and shall furthermore provide a conspicuous site within the venue to allow such opportunity to retail these goods at no charge to the ARTIST unless the PROMOTER'S staff are directly involved in the retailing of the ARTIST'S merchandise on behalf of the ARTIST in which case all prices and/or commissions shall be previously agreed by both parties.

A9}

The PROMOTER shall provide the ARTIST with the correct Performing Rights forms (PRS) relating to the ENGAGEMENT duly completed with PROMOTER'S details regarding the ENGAGEMENT and allowing the ARTIST to provide such details pertaining to copyright of songs performed during the ENGAGEMENT and subsequently the PROMOTER shall submit the form to the Performing Rights Society.

A10}

In the event that the ENGAGEMENT becomes cancelled due to illness, breakdown, strike, lockout, national mourning, force majeure or for any reason beyond the control of either the PROMOTER or the ARTIST then neither party shall have any claim against the other, and the obligations of both parties as contained in this Agreement shall immediately cease.

A11}

If the PROMOTER cancels the ENGAGEMENT for any reason other than those listed in clause A10 of this Agreement the PROMOTER shall immediately pay to the ARTIST the total guaranteed fee for the ENGAGEMENT as detailed within this Agreement.

Furthermore if the PROMOTER is in breach of any of the conditions contained herein the ARTIST shall have the right to cancel the ENGAGEMENT without any further liability to the PROMOTER or to the general public and the PROMOTER shall pay the ARTIST the total fee agreed herein as the guaranteed payment for the ENGAGEMENT.

A12}

This Agreement shall be construed and governed in all respects in accordance with English Law and the Courts of England shall be the courts of jurisdiction.

**SIGNED** \_\_\_\_\_ **SIGNED** \_\_\_\_\_

For and on behalf of the ARTIST For and on behalf of the PROMOTER

**DATE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**NAME** \_\_\_\_\_ **NAME** \_\_\_\_\_

**POSITION** \_\_\_\_\_ **POSITION** \_\_\_\_\_

*Appendix 1.*

**KEVIN HAYNES "GRUPO ELEGUA"  
STANDARD HOSPITALITY RIDER**

***PLEASE NOTE:*** The details herein are given as guidelines as to the specific needs of the Band and crew. We are fully appreciative that, in some cases, the Promoter may be unable to meet all of the requirements detailed. This being the case, such items as are ***PREVIOUSLY AGREED*** as unavailable should be duly indicated as such below, prior to the signature of this Document.

***Dressing Rooms:***

Dressing room(s) to be made available with seating for 9 (nine) persons. Each should be comfortable, dry, and of an ambient temperature and to be fitted with:

An Electric Iron and Ironing Board ready to use in each Dressing Room.

1 Sofa in each Dressing Room

1 Full Length Mirror in each Dressing Room

9 x Towels

Tables

The keys to the dressing rooms should be handed to the Artist's Tour Manager upon arrival. If the Dressing Rooms do not have a locking facility the Promoter must provide Security Personnel to guard Dressing Rooms and/or Backstage area until load out.

***Catering/Refreshments:***

Refreshments for 10 (ten) persons to be ready in (or immediately available to) the Dressing Rooms upon Arrival –

i.e.: Fresh Ground Coffee (Not "Instant"), (Must be hot and strong!)

Tea, Milk and Sugar

4 Litres Still Spring Water (not sparkling)

3 Litres Fruit Juice

12 Cold Beers

1 Bottle White Wine (Chilled)

1 Bucket Ice Cubes

Assortment of Sandwiches (variety of fillings)\*

Snacks (peanuts, crisps etc.)\*

Fresh Fruit\*

Glasses, Plates, Cutlery and Napkins.

8 x Small Bottles Still Spring Water (ice cold) (For on stage use).

\* ***N.B. This does not constitute the Hot Meal referred to in the Contractual Agreement*** (see over).

***Hot Meal Requirements:***

***(as per Contractual Agreement)***

***PLEASE ALSO NOTE:*** If it is not possible for the Promoter to provide this facility a Buy-Out of **£ 100** (i.e. £10 per person) is acceptable if ***PREVIOUSLY AGREED*** and duly noted here, prior to signature.

This must be provided in the venue's restaurant or at a good restaurant very near to the venue's location.. The meal should be substantial in nature, e.g.:

Example 3 course meal:

Starter (Salad or Soup)

Main Course (steak or chicken or fish, together with a Vegetarian option,  
alongside Potatoes or Rice or Pasta and also a choice of vegetables)

Dessert or Fresh Fruit

(Take-Aways are not acceptable, particularly with week-end engagements, as high public  
demand causes delay in provision and very limited choice.)

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**SIGNED IN AGREEMENT DATE**

On behalf of the Promoter

*Appendix 2*

**KEVIN HAYNES "GRUOPO ELEGUA"  
STANDARD UK EQUIPMENT RIDER**

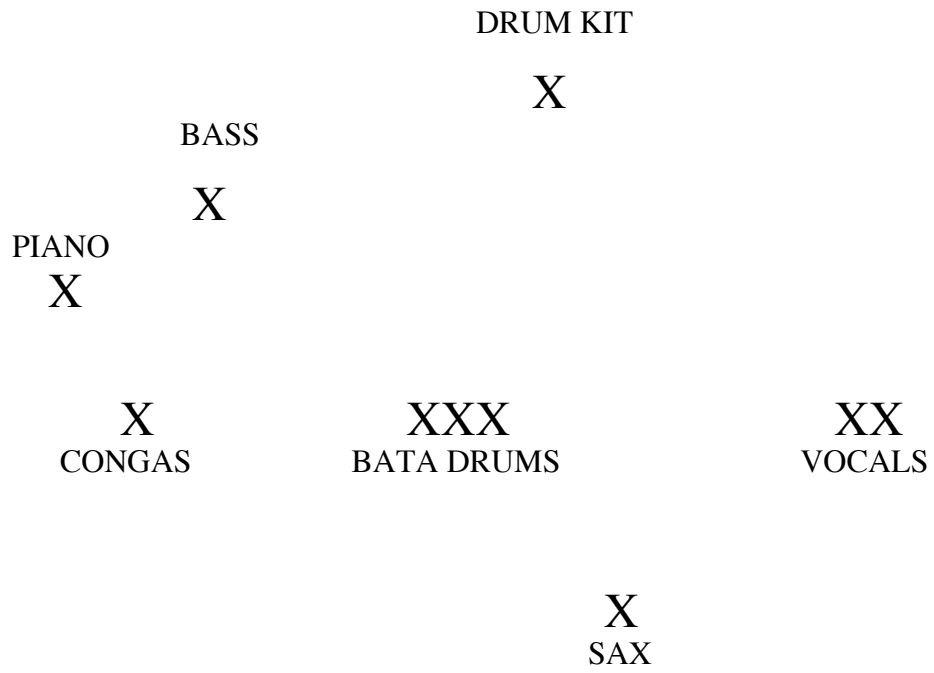
**Schedule A.**

Drum kit (3 mics) 2 for kit 1 vocal)  
Bass in venue PA/ or use own amp  
Piano (1 mic) or keyboards in venue PA/uses own  
amp  
Percussion (2 mics) for Congas  
Bata drums (4 mics)  
Sax (1 mic)  
Vocal mics(6)  
Total mics & stands 15  
Wedges (6)  
Channels 16 to 18  
A main desk  
Use venue Piano/good Upright/Baby Grand Piano

—

Mics and mic stands to be ready BEFORE the arrival  
of the band! (Thank You)

## Grupo Elegua's Stage/Sound Plan



### APPENDIX 3

<b>Estimates Expenses Budget for World</b>	
Plane Tickets @ £ 500 x 10 ( 8 band members + tour manager & sound engineer) *	<b>£ 5000.00</b>
Administration costs	<b>£ 150.00</b>
Sound engineer	<b>£ 150.00</b>
Tour manager	<b>£ 150.00</b>
Baggage Costs (instruments)	<b>£ 150.00</b>
Return Tube @ £ 4.40 X 10	<b>£ 44.00</b>
Return Train to Airport @ £26x10	<b>£ 260.00</b>
Contingency @ 5%	<b>£ 295.2</b>
<b>Sub Total</b>	<b>£ 6199</b>

\* Estimate price: plain tickets cost may vary according to destination and season. (Ex. Low season Miami £320 X 10= 3,200.. Low season Tokyo £500x10= 5,000)