

**PERFORMANCE AGREEMENT**

This Agreement made as of: \_\_\_\_\_ by and between the parties identified below. The mutual terms and conditions of this Performance Agreement is entered into by the Performer(s) known as: \_\_\_\_\_ (*now referred to as Artist*).

The artist herein mentioned is participating in the event known as: **The Indie Music Fest, May 21, 2011, being held at: Sunset Park, 2601 E. Sunset Road, Las Vegas, NV.** (By: Black Mountain Productions Inc.) The artist agrees to the following terms and conditions, as participating in the Indie Music Fest Event:

- The set artist performance time is approximately 20-25 minutes and can be adjusted at any time by the organizing Production/Management team.
- There is no guaranteed set time or stage for artist performance and the organizing Production/Management team will provide a time frame for the artists appearance. All artist (band) members **MUST** report to the Stage Manager 30 minutes prior to their performance. Failure to comply may result in an adjusted performance time or lack of any performance on any stage.
- Organizing Production/Management have the option to cut any artist performance time short, based on scheduling issues and time frames. Artist agrees to cut such performance, should they be signaled by the Production/Management team.
- There is **NO** promised or expected fee paid to the artist for their performance/participation at the event. The artist may sell their merchandise (Cd's, Apparel and other promotional items) at the assigned Merchant Booth, after their performance, following their stage removal. 100% of all merchandise sales proceeds are retained by the artist. (Organizing Production/Management, must approve any and all merchandise sold and they will have the full right to stop the sale of ANY item deemed inappropriate, at their discretion.
- There will be **NO** guest list allowed. All attendees need to have paid their event tickets. (Any and all lists **MUST** be approved by Production/Management team)

This contract and any attachments incorporated herein, shall be governed by the State Of Nevada law and may be modified only by signed writing and is binding and valid by all parties signed below the date above written:

\_\_\_\_\_  
Artist (Band)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Black Mountain Productions Inc. (Organizer)

\_\_\_\_\_  
Name