

**ABATE OF OHIO, INC.**  
**PERFORMANCE CONTRACT**

CONTRACT made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, between:

ABATE of Ohio, Inc. (referred to as ABATE), P.O. Box 1658, Hilliard, Ohio 43026. Phone (614) 319-3644 and

PERFORMER \_\_\_\_\_

AUTHORIZED REPRESENTATIVE \_\_\_\_\_

EVENT NAME \_\_\_\_\_

EVENT LOCATION \_\_\_\_\_

EVENT DATE \_\_\_\_\_ EVENT TIME \_\_\_\_\_ to \_\_\_\_\_

LENGTH OF PERFORMANCE: \_\_\_\_\_ Hours \_\_\_\_\_ Minutes

PERFORMANCE: \_\_\_\_\_ Indoor \_\_\_\_\_ Outdoor Stage Cover Needed? \_\_\_\_\_ Yes \_\_\_\_\_ No

PAYMENT: A security deposit of \$ \_\_\_\_\_ to be paid no later than \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_. The balance of \$ \_\_\_\_\_ to be paid to Performer(s) or authorized representative following the conclusion of the engagement.

Form of payment: \_\_\_\_\_ Cash \_\_\_\_\_ Check Number of W-9(s) attached: \_\_\_\_\_

SPECIAL CONSIDERATIONS (RIDERS) \_\_\_\_\_

In consideration of the above listed covenants and terms, ABATE agrees to hire Performer to provide live entertainment and/or other requirements at the event listed above, and Performer agrees to provide such services in accordance with the following terms and conditions:

The Performer is an independent contractor, not an employee of ABATE.

Performer to supply approved artwork to be used by ABATE in event advertising.

Performer will sign any waiver posted at the event.

Sound and light production to be supplied by ABATE? \_\_\_\_\_ yes \_\_\_\_\_ no

Event subject to cancellation or rescheduling due to inclement weather.

Any contract modifications including changes in personnel or type or length of performance must be approved by both parties.

All claims and disputes which may arise between the parties regarding the application or interpretation of any of the terms or conditions of this contract, including any disputes between the parties as to their respective obligations and responsibilities hereunder, shall be referred exclusively to binding arbitration.

If any of the provisions of this contract are determined to be void by an arbitrator, the remaining provisions remain in force.

We acknowledge and confirm that we have read and approved the terms and conditions set forth in this contract.

AUTHORIZED ABATE AGENT:

Name \_\_\_\_\_

Signature \_\_\_\_\_

Phone ( \_\_\_\_\_ ) \_\_\_\_\_

Email \_\_\_\_\_

PERFORMER / AUTHORIZED REPRESENTATIVE:

Name \_\_\_\_\_

Signature \_\_\_\_\_

Phone ( \_\_\_\_\_ ) \_\_\_\_\_

Email \_\_\_\_\_

**ABATE OF OHIO, INC.**  
**PERFORMANCE CONTRACT**

**Characteristics:**

Category: Event.

Established by: Constitution Article VIII: Contracts; Section 1: General Restrictions.

Purpose: To establish and document a contract between ABATE and an event performer.

Audience: Any person involved with planning an event at any level.

Required? In lieu of performer's standard contract.

**Directions:**

1. Contract – date the contract was negotiated.
2. Performer – name of the individual or group.
3. Authorized Representative – anyone who has power to sign for the individual or group.
4. Event Name – name of the event the performer will be appearing at.
5. Event Location – venue name or address of the event.
6. Event Date – date of the performance.
7. Event Time – beginning and ending time of the performance.
8. Length of Performance – amount of time performer will be on stage.
9. Performance – indicate whether the performance is indoors or outdoors.
10. Stage Cover Needed? – indicate either “yes” or “no”.
11. Payment:
  - a. Security Deposit – amount of security deposit.

- b. No Later Than – date security deposit is due.
  - c. Balance – amount of balance of contract price.
12. Form Of Payment – indicate either “cash” or “check”.
13. Number of W-9s – number of W-9s required to document the payment.
14. Special Considerations (Riders) – anything needed by the performer other than payment that ABATE will be providing.
15. Sound and light... - indicate either “yes” or “no”.
16. Authorized ABATE Agent:
  - a. Name – of officer signing the contract.
  - b. Signature – of officer signing the contract.
  - c. Phone – best phone number for contact.
  - d. Email – best email address for contact.
17. Performer / Authorized Representative:
  - a. Name – of person signing the contract.
  - b. Signature – of person signing the contract.
  - c. Phone – best phone number for contact.
  - d. Email – best email address for contact.

**Special Cases:**

1. If you are using a light and sound company, you may need an additional performance contract and W-9s.

**Handling:**

1. Attach a copy to the Meeting/Event Report.
2. Original to appropriate level Treasurer.