



PERFORMANCE CONTRACT

THIS AGREEMENT is entered into as of date set forth below, by and between the purchaser of services designated below ("Purchaser") and TALLYMOORE, LLC, a Wisconsin limited liability company ("Tallymoore").

In consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. AGREEMENT TO ENGAGE:

Purchaser hereby engages Tallymoore on the following terms:

1(a) Tallymoore will perform its standard repertoire comprised of Irish folk songs, and related material. Purchaser is familiar with Tallymoore's performance material.

1(b) Tallymoore shall appear as, and be marketed as "Tallymoore". The Purchaser will use only approved materials to promote the performance. All approved materials can be found on the Press Kit tab of Tallymoore's website: www.tallymoore.com

2. PERFORMANCE VENUE AND TIMES:

Purchaser engages Tallymoore to provide a live musical performance at the venue and during the time period designated below:

2(a) At _____ (Venue name and address)

2(b) On _____ (date) from _____ (start time) to _____ (end time)

For each hour of the engagement, Tallymoore shall perform on stage for approximately 45 minutes, with a 15 minute break, at the discretion of Tallymoore. Tallymoore shall have the unrestricted right to sell its merchandise before, during, and after the performance.

3. CANCELLATION OF PERFORMANCE:

The performance may only be cancelled by prior written notice received by the other party. (Receipt by email at the address noted herein shall be deemed sufficient.) If the performance is cancelled by the Purchaser with less than 24 hours' notice, the full contract fee will be due and owing to Tallymoore, and if cancelled by the Purchaser within 72 hours prior to the day of performance, 50% of the full contract fee shall be due and owing to Tallymoore, with payment to be received no later than seven (7) days following the contracted performance date. Tallymoore accepts no responsibility for cancelling a performance due to factors beyond Tallymoore's control (e.g., weather, government actions, accident, member inability to perform, severe illness, death).

4. FEE AND PAYMENT:

The contract fee due to Tallymoore: \$ _____

Payment shall be made immediately upon completion of the performance. All checks to be made payable to: *Tallymoore LLC*

5. ADDITIONAL PROVISIONS:

_____ If this paragraph is checked, the terms of the CONTRACT RIDER attached hereto are made part of this Agreement. This Agreement is not effective until signed by both parties. Purchaser agrees to provide a signed original of this Agreement (via mail or email) to Tallymoore at least 7 days before the performance date.

(continued on page 2)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, effective as of the last date set forth below.

Purchaser: _____ **By:** _____
PRINT NAME/ TITLE SIGNATURE DATE

Contact email address: _____ **Phone:** _____

Tallymoore LLC

By: _____
Erin Hoffmann, Member DATE

By: _____
Matt Voell, Member DATE

Tallymoore email: booking@tallymoore.com Phone: _____

Tallymoore address: 2711 N. Pierce St. Milwaukee, WI 53212

www.tallymoore.com