



PERFORMANCE CONTRACT

THIS CONTRACT 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 Contract, 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 is engaged to provide a musical performance as provided below. For its performance, Tallymoore will perform its standard repertoire comprised of Irish and Celtic folk songs, and related material. Purchaser acknowledges it 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/Tech tab located on Tallymoore’s website: www.tallymoore.com

2. SERVICES DESCRIPTION:

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

Venue : _____ (Venue name and address)

Date/Time: On _____ (date) from _____ pm (start time) to _____ pm (approximate end time)

Unless otherwise agreed, for each hour of the engagement, Tallymoore shall he perform on stage for approximately 45 minutes, with a 15 minute break, at the discretion of Tallymoore. As a condition of agreeing to perform, Tallymoore shall have the right to sell its merchandise before, during, and after the performance.

3. CANCELLATION OF ENGAGEMENT:

The engagement as described above 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 engagement 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 the engagement, 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 date. Tallymoore accepts no responsibility for cancelling an engagement due to factors beyond Tallymoore’s control (e.g., weather, government actions, accident, member inability to perform, severe illness, death); under such circumstances the parties agree in good faith to reschedule the date for the engagement.

