



JOURNEY OF A LIFETIME

Appearance Agreement

THIS AGREEMENT is entered into this _____, **2023** by and between **Journey Of A Lifetime** and Buyer identified below (collectively, the "Parties").

IN CONSIDERATION of the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Buyer hereby engages **Journey Of A Lifetime** to provide a Performance upon the following terms:

- 1) Performance Group: **Journey Of A Lifetime**
- 2) Performance Group Contact/Authorized Agent:
- 3) Buyer Name and Address:
- 4) Place of Performance:
- 5) Date of Performance:
- 6) Time of Performance: **One 90+ minute performance**

1. **BILLING**

In all headline situations, Artist shall receive 100% headline billing in all publicity releases and paid advertisements, including but not limited to programs, fliers, signs, lobby boards and marquees. When not headlining, Artist shall always have Special Guest Star billing. All copy shall be approved by Journey Of A Lifetime. Billing in all advertising and publicity is to read:

Journey Of A Lifetime – The Music Of Journey

2. **FORCE MAJEURE**

Artist's obligation to furnish the Entertainment unit referred to herein is subject to the detention or prevention by sickness, inability to perform, accident, means of transportation, Act of God, riots, strikes, labor difficulties, epidemics and/or order of any public authority or any cause, similar or dissimilar, beyond the Artist's control.

Provided Artist is ready, willing and able to perform, Purchaser agrees to compensate Artist in accordance with the Terms hereof regardless of Act of God, fire, accident, riot, strike or any events of any kind or character whatsoever, whether similar or dissimilar to the forgoing events which would prevent or interfere with the presentation of the show hereunder.

3. INCLEMENT WEATHER

Notwithstanding anything contained herein, inclement weather shall not be deemed to be a force majeure occurrence and the Purchaser shall remain liable for payment of the full contract price even if the performance(s) called for herein are prevented by such weather conditions. Artist shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe.

4. TAXES/DUES/FEES

Purchaser shall pay and hold Artist harmless of and from all taxes, fees of any kind (including all Unions), dues of any kind and the like related to the engagement hereunder and the sums payable to Artist shall be free of such taxes, fees, dues and the like.

5. SOUND, LIGHTING AND STAGE PRODUCTION

Venue and Buyer to provide pro sound, stage, lights and qualified sound engineer. Band will provide its own backline.

Venue must provide a secure area for transport parking for a minimum of 6 motor vehicles and 2 enclosed trailer.

FOR ALL OUTSIDE PERFORMANCES ARTIST REQUIRES A ROOF OVER THE PERFORMANCE AREA. A TENT STRUCTURE IS ADEQUATE AS LONG AS IT IS SECURELY FASTENED AND OF A HIGH-GRADE PROFESSIONAL QUALITY LARGE ENOUGH TO COVER AN AREA OF AT LEAST 16 FEET DEEP AND 24 FEET LONG.

6. MERCHANDISE

Artist shall have the sole and exclusive right, but not the obligation to sell souvenir programs, posters and all other merchandise directly pertaining to and/or bearing the likeness of the Artist thereof, in connection with, and at the performance hereunder, and to retain 100% of the receipt therefrom, with the sole exception of any financial arrangements with the concessionaires for the handling and/or sale of this merchandise.

7. HOSPITALITY AND DRESSING ROOM

Purchaser shall provide one dressing room for Artist's sole use and must be secure via a lock or security. These rooms should be capable of accommodating six people and each should be equipped as follows:

- Clothing rack and hangers
- Comfortable chairs and couches
- Private toilet facilities to be used solely by the Artists
- Small to medium size towels

- When performing in remote locations where no plumbing type toilet facilities are available then ONE PRIVATE "PORTA JOHN" WITH HAND WASHING FACILITIES FOR ARTIST SOLE USE MUST BE PROVIDED within 50 feet of performance area.

