



ATU PERFORMANCE AGREEMENT

This agreement between ACROSS THE UNIVERSE (herein known as "ATU") and [CLIENT] (herein known as "CLIENT") is entered into for the purpose of contracting ATU to perform one or more show(s) for CLIENT per the following terms and conditions:

- 1. PERFORMANCE DATE AND TIME:** ATU agrees to perform the following show(s) for CLIENT at the date(s) and time(s) as follows:
[SHOW DATE] at [SHOW TIME]
- 2. VENUE:** The performance(s) shall be held at the following venue:
[ADDRESS]
- 3. SHOW LENGTH:** The performance(s) shall consist of CLIENT's choice of TWO (2) approximately one and one-half hour sets; or THREE (3) approximately one hour sets. A one-half hour break will be provided between each set.
- 4. PERFORMANCE FEE:** In consideration of services rendered, CLIENT agrees to pay to ATU or any of its representatives the fee of [PERFORMANCE FEE]. This fee is exclusive of any travel, lodging and per diem expenses, which may be incurred as defined below.
- 5. EQUIPMENT:** Unless otherwise specified in the special notes section below, ATU will provide all necessary instruments, sound, and lighting equipment necessary for the performance.



6. **STAGE AREA:** CLIENT will provide a stage or other firm, level area free of obstructions, protected from weather with overhead cover, and of a sufficient size to contain all of the equipment and instruments necessary for the performance of the show.

7. **POWER REQUIREMENTS:** CLIENT will provide a minimum of ONE (1) standard grounded electrical power receptacle rated at 20 Amps, or TWO (2) standard grounded electrical power receptacles rated at 15 Amps.

8. **EQUIPMENT LOAD IN AND SOUND CHECK:** CLIENT will provide ATU access to the stage area of the venue a minimum of three (3) hours prior to show time on the day of the event in order to begin load in and set up of equipment. As part of the setup process, ATU will perform a full sound check to test all instruments and equipment.

9. **STAGING AND DRESSING AREAS:** CLIENT will arrange for a secure private area for ATU to store equipment and cases after load in, to change into wardrobe prior to the show, and to change out of wardrobe after the show.

10. **REFRESHMENTS:** CLIENT will provide ATU with an assortment of non-alcoholic beverages such as soft drinks, teas, and filtered or bottled water for use before, during and after the show.

11. **TRAVEL, LODGING AND PER DIEM:** In cases where performances are more than fifty (50) miles away from ATU's base of operations in Fort Lauderdale, Florida, CLIENT agrees to provide the following considerations on request:
 - a. Transportation Reimbursement, including but not limited to, airfare, freight, mileage reimbursement, tolls and any other related travel expenses.



- b. Four (4) Standard Double Occupancy hotel rooms per day at a facility pre-approved by ATU.
- c. Per Diem of Fifty Dollars (\$50.00) per member per day including travel days.

12. **PAYMENT TERMS:** CLIENT will provide ATU with a deposit equal to 50% of the Performance Fee plus 50% of the estimated Travel, Lodging and Per Diem expenses, if applicable, upon execution of this agreement. The remaining balance will be due in full on the date of the performance prior to load in of equipment. Both deposit and balance may be paid via cash, or via money order, cashier's check, company check or personal check made payable to "Q Station."

13. **RIGHT OF SUBSTITUTION:** ATU consists of performers Tom McDermott, Greg Steiner, Jimmy Felicio, and Peter Maerz. ATU reserves the right to substitute or add additional performers in the event that one of the regular members becomes unable to perform due to injury, illness or other circumstance.

14. **RIGHT OF CANCELLATION:** CLIENT shall have the right to cancel or reschedule a performance up until 72 hours prior to the first scheduled performance date listed above. Cancellations less than 72 hours prior to the performance date may cause a forfeiture of a portion, or all of the deposit. CLIENT shall remain responsible for any expenses incurred by ATU up until the time of cancellation, including but not limited to airfare, equipment transportation, and hotel deposits. Incurred expenses will be deducted from deposit before the balance, if any, is returned to CLIENT. If expenses exceed the amount of deposit, Client agrees to immediately reimburse ATU for the difference.

15. **SPECIAL NOTES:** none



The Ultimate Beatles Tribute
www.acrosstheuniverseband.com

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This constitutes the entire agreement between ATU and CLIENT. Modifications or additions of any kind must be added as an Addendum and signed by both parties.

Agreed to by both parties on the date(s) set forth below.

Signed,

Greg Steiner, General Manager
Across the Universe

Date

[CLIENT]

Date