

PERFORMER CONTRACT

(Lesson/Performance Place) _____ (Event Date)

(Your name/company name)

FILL IN ALL AREAS HIGHLIGHTED WITH YELLOW TO RECEIVE DEPOSIT

Appearance Agreement (3 Pages)

THIS AGREEMENT is entered into this _____ (today's day, month, year) by and between the Performance Groups ("PG") and Independent Contractor ("IC") 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 PG hereby engages IC to provide a Performance/Lesson upon the following terms:

1) Independent Contractor Name(s).

X Insert all musician/dancer/drummer/other: _____ name(s) above

X Insert all musician/dancer/drummer/other: _____ name(s) above

2) Services Provided: (Fill in all agreed upon areas to receive deposit.)

- Provide CD for dance music
- Provide necessary safety equipment _____
- Audience participation dance(s)
- Other special requests by client (IMPORTANT! Use space below as needed.)

3) # Performer(s): _____ Performer(s) Type (musician/hula dancer/etc.): _____

4) Independent Contractor Best Email Address: _____

Mail Address: _____ Best Phone # _____

5) Performance Groups. respectively Sarah Chang LLC dba Wanna Hula?/ Sanoë & Company LLC dba Akala Dance Studio

6) Performance Group Contact/Authorized Agent. respectively Sarah Chang/ Nicole "Sanoë" Garcia-Suguitan

7) Place of Performance/Lesson. _____

8) Date of Performance/Lesson. _____ Day: M, T, W, TH, F, S, SU

9) Time of Performance/Lesson. _____ a.m./p.m. until _____ a.m./ p.m. or until client approves your performance has been completed.

10) Breaks. IC shall have 1 break, averaging 10 minutes for every hour or fraction thereof.

11) Performance/Lesson Fee. PG shall pay IC a Performance/Lesson Fee of \$ _____, paid as follows:

A. Deposit of \$ _____ upon receipt of this signed contract.

(sign) _____ (date deposit received)

B. Balance of \$ _____ following the Performance/Lesson.

12) Hold Harmless. IC understands that there are risks incident to such performances/lessons and understands and acknowledges that he or she is aware of and understands and agrees, that IC fully assumes all such risks and damages. IC agrees that neither PG nor any of its owners, suppliers, proprietors, managers, partners, members, officers, directors, shareholders, employees or agents (**respectively, Sarah Chang LLC dba Wanna Hula, Sanoë & Company LLC dba Akala Dance Studio**) nor the providers of third party services and their respective owners, suppliers, proprietors, managers, partners, members, officers, directors, shareholders, employees or agents shall be liable for any death, injury, sickness, damage, accident or other loss arising out of any said performances/lessons. IC hereby releases and forever discharges PG and the providers of third party services from and against any and all liability for any death, injury, sickness, damage, accident or other loss which arises out of, occurs during or is related in any way to IC's participation in any of the said

Initials and Date _____

performances/lessons.

_____ (sign)

13) Liability: IC agrees that PG nor any of its third party service providers are responsible in any way for IC's direct or indirect, consequential, special or exemplary damages even if PG and its third party service providers have been advised of the possibility of such damages, arising from or related to any service provided by IC. IC agrees to bring all necessary safety equipment and shall be fully liable for any death, injury, sickness, damage, accident or other loss arising out of any said performances/lessons. IC also agrees that IC has necessary and appropriate insurance to cover any damages and/or liabilities caused by IC.

_____ (sign)

14) Taxes. IC warrants and represents that it is not an employee of PG and that IC shall be responsible for his/her own taxes and fees. FEIN or S/S number: _____ (provide to receive deposit) (Must be provided for contractors that make more than \$599/year per state law. Failure to provide this number will result in a \$50+ fee that will be passed on to independent contractor. 1099 Misc.)

15) Cancellation. If IC cancels the Performance/Lesson before the Date of Performance/Lesson, IC shall pay PG, by the Performance/Lesson Date 100% of the deposit and balance plus any additional incurred fees as liquidated damages. **IC must also provide adequate substitute performer(s) as specified in this agreement.**

16) Media Policy and Release: PG and its third party service providers routinely promote activities through media. This includes, but is not limited to pictures, video, newsletters, newspapers, brochures, displays, and web pages. IC understands that any pictures, video, names, likeness and comments may be included and modified. (Youth will not be identified by legal name.)

17) IC or substitute will not solicit or provide any client or vendor with name, email, phone, address or any contact information without the written permission of both PG authorized agents (respectively Sarah Chang, Nicole "Sanoe" Garcia-Suguitan). Failure to comply will result in full liability for loss of revenue.

18) General. This Agreement will be governed and construed in accordance with the laws of the State of Hawaii. This Agreement constitutes the entire Agreement between the Parties.

I have read and agree to all terms as written in this Agreement for Independent Contractors:

By _____ of _____
X Print Your Name Here Your Company Name Here

for _____
List all independent contractors' names from page 1, item #1 here

_____ _____
X Sign Here Date

Performance Group:

By _____
Its Manager

Date _____

**Fax: 1-877-677-4852 (HULA), Email: wannahula@gmail.com,
Mail: Wanna Hula? 94-1221 Ka Uka Blvd. Ste. 108 #193 Waipahu, HI 96797**

Initials and Date _____