



The Long Run Band, Inc.
P.O. Box 27-2286
Boca Raton, FL 33427
Email: info@thelongrun.rocks
Website: TheLongRun.Rocks
Phone: 561-990-2730

PERFORMANCE ADDENDUM

Purchaser and Artist or its Agent agree that the following provisions are incorporated into the Agreement between the Purchaser and Artist for the event on _____. The parties agree that the terms of this attachment prevail over the terms of any other document relating to and are a part of any Agreement in which this attachment is incorporated.

1. **PAYMENT AND COMPENSATION.** Payment in the form of cash, certified bank check or company check shall be due on the day of the show, upon performance completion, unless otherwise agreed upon in writing by both parties (attach to this Agreement). All Checks and deposits shall be made out to: **The Long Run Band Inc**
2. **CANCELLATION.** If Purchaser cancels any performance less than five (5) weeks before the date of such performance, Purchaser will pay Artist, as liquidated damages, 50% of the guaranteed fee. If Purchaser cancels any performance less than two (2) weeks before the date of such performance, Purchaser will pay Artist, as liquidated damages, the full guaranteed fee agreed to be paid for such performance.
3. **PERFORMANCE DATE CHANGES.** Performance date changes within the body of this Agreement are at the discretion and availability of the ARTIST. PURCHASER may change performance date to another date other than specified herein and have the deposit applied to the new date under the following terms:
 - a) New date meets the requirements of Section 2, submitted five (5) weeks before original performance date.
 - b) Only one (1) date change per contract. A new contract will be generated for any other date changes.
A new deposit is required with new contract
4. **FORCE MAJEURE.** Neither ARTIST nor PURCHASER shall be liable for failure to appear or perform its obligations under this agreement if such failure is caused by or due to the acts or regulations of public authorities, labor difficulties, civil tumult, inclement weather, strike, epidemic, interruption or delay of transportation service, or any other legitimate cause beyond the control of ARTIST and PURCHASER.
5. **SICKNESS OR ACCIDENTS.** ARTIST's performance is subject to detention by sickness, accident, riot, strikes, epidemic, acts of God or other legitimate conditions beyond their control. In the event of such, PURCHASER's deposit and any compensation received from PURCHASER for this contract shall be refunded to PURCHASER within thirty (30) days of acknowledgment.
6. **OUTDOOR EVENTS.** If the performance is outdoors, PURCHASER is responsible, at PURCHASER's expense, for providing adequate protection to the performance area and the ARTIST's equipment and instruments from the elements. The performance area must be fully covered, shaded from the sun, and adequately protected from rain, including rain driven by wind. ARTIST is to be paid the full contract price for "rain, shine, or inclement weather" and regardless of stage location.
7. **ARTISTIC CONTROL/RIGHT OF SUBSTITUTION.** The ARTIST will maintain control of the artistic content of the performance and the people comprising the band. The ARTIST reserves the right to substitute, add or reduce performers if one of the regular members is unable to perform due to injury, illness or other circumstance.
8. **PROMOTION AND PRODUCTION.** PURCHASER shall be responsible for all matters pertaining to the promotion and production of the scheduled engagement, including but not limited to venue rentals. The PURCHASER agrees that only APPROVED logos, photos, video/audio and ARTIST website links are to be used when creating promotional materials; approved materials are available at www.thelongrun.rocks/epk. The use of any other media must have prior written approval from the ARTIST.
9. **TRANSCRIPTION:** Purchaser shall not record, and shall not permit any person to record, broadcast or digitally stream in any manner the ARTIST's performance without prior express written consent from the ARTIST. ARTIST and/or the ARTIST's designees shall have the right to record the performance and to use the recordings as ARTIST sees fit.
 - a. PURCHASER shall have no interest or rights of any kind whatsoever of any recordings of ARTIST's performance during this engagement.
 - b. If PURCHASER is approved to photograph and/or record audio and video of the event, the PURCHASER may be asked to provide copies of the media to ARTIST at no expense to the ARTIST.
 - c. Non-professional still photos and video are permitted by the audience.

10. **VENUE ACCESS AND PARKING.** PURCHASER agrees to provide enough parking spaces for all members and road crew of ARTIST during load in, performance times and load out. PURCHASER further agrees to allow full access to stage, backstage areas and restrooms/dressing rooms at least three (3) hours before doors open. Any fees associated with parking at the venue, such as garage fee or valet, will be covered by the PURCHASER.
11. **TECHNICAL RIDER.** Sound and/or lighting equipment and/or services shall be set forth in more detail in a Stage Plot/Inputs List and/or Technical Rider initialed by both parties and attached and incorporated hereto. If the PURCHASER is unable to meet any of the technical provisions, the PURCHASER must contact the ARTIST no less than thirty (30) days prior to the event and mutually agree to any changes.
12. **SECURITY.** PURCHASER will provide reasonable security so that no unauthorized persons will have access to the stage or backstage area. The ARTIST will provide names of persons or guests authorized to be backstage per Advance. If security, backstage passes and/or laminates are to be used, a representative of the ARTIST will supply to the PURCHASER a photocopy of the pass system to be used for the performance(s) per the terms and conditions of this Agreement. PURCHASER will be responsible for any theft or damage to the equipment of the ARTIST that may occur during the time the equipment is located on PURCHASER's premises and is a direct result of insufficient security unless such is directly due to the negligence of the ARTIST or ARTIST's staff.
13. **INSURANCE.** PURCHASER agrees to retain all necessary personal injury or property damage liability insurance with respect to the activities of ARTIST on the premises of PURCHASER or at such other location where PURCHASER directs ARTIST to perform. PURCHASER agrees to indemnify and hold ARTIST harmless from all claims, liabilities, damages, and expenses arising from any action or activity of PURCHASER or ARTIST while ARTIST is rendering the contracted services except for claims arising from ARTIST's willful misconduct or gross negligence.

At PURCHASER's request, The ARTIST can purchase liability insurance coverage on behalf of PURCHASER for an additional fee. Coverage will be underwritten by The Loomis Company and a Certificate of Insurance (COI) showing PURCHASER as a named insured will be provided to PURCHASER prior to the event. If this additional coverage is requested, please initial here: _____ *Yes, please arrange for additional liability coverage on our behalf.*

14. **SALE OF MERCHANDISE.** ARTIST shall have the option to sell albums, books, and/or merchandising material at the performance and shall retain 100% proceeds of such sales.
15. **COMPLEMENTARY TICKETS.** Unless otherwise agreed, PURCHASER will provide a minimum of six (6) complimentary tickets for guests of the band. If the tickets are not used, they will be returned prior to the show for sale to the general public.
16. **HOSPITALITY.** PURCHASER shall provide:
- a. If the venue is farther than 120 miles from Boca Raton, FL, the PURCHASER will provide a minimum of three (3) double hotel rooms or an agreed upon buyout for lodging
 - b. Meals and drinks or buyout for six (6) musicians
 - c. Private changing room(s) to accommodate six (6) musicians
 - d. Bottled water on stage during performance (minimum of 2 per musician)
 - e. Band table for six (6) guests
17. **DISPUTES.** In the event any dispute arises under this Agreement that results in litigation or arbitration, the prevailing party shall be paid reasonable attorney's fees and costs by the losing party. This contract and any attachments or riders incorporated herein, shall be governed by the laws of the State of Florida. This document may be modified in writing only and is binding and valid only when signed by the parties below. All deposits shall be paid at time of signing unless otherwise negotiated. ALL DEFAULTS UNDER THIS CONTRACT ARE LEGALLY PURSUED.

Artist: The Long Run Band, Inc.

Initial: _____ Date: _____

Purchaser: _____

Initial: _____ Date: _____