

PERFORMANCE AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, this PERFORMANCE AGREEMENT ("Agreement") is entered into by and between the STERLING SINGERS ("Choir") and _____, ("Performer").

1. PERFORMANCES:

- a. Choir hereby engages Performer to sing in a variety of events determined and scheduled by Choir.
- b. Performer agrees to comply with Choir policy guidelines, and agrees to conform with concert dress and appropriate rehearsal dress as determined by Choir.

2. VOLUNTEER STATUS:

- a. It is the express intention of the Parties, and the Parties hereby acknowledge, that Performer is an unpaid volunteer and not an employee, agent, joint venturer, or partner of Choir. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer and employee between Choir and Performer.
- b. Performer further acknowledges and agrees that Performer is not covered by Choir's insurance and hereby releases Choir, the Sterling Singers, and all related entities, board members, volunteers, representatives, and agents from claims of injury incurred during any and all any rehearsals or performances of Choir. Performer shall further hold Choir harmless from any damage created by Performer to any venue where Choir rehearses or performs.
- c. Performer acknowledges and agrees that any and all services provided to Choir under this Agreement are provided on a voluntary basis and that no compensation or benefits of any nature shall be due and owing from Choir to Performer for any performance.

3. MUSIC:

Performer shall be solely responsible for the purchase of his individual music relating to any and all performances scheduled by Choir, and agrees to promptly reimburse Choir for music purchased on behalf of Performer, including the cost of producing rehearsal CDs. An email confirmation sent by Performer, hereby binds Performer to reimburse Choir for any music and rehearsal CD purchased on his behalf, even if Singer subsequently does not perform.

4. GENERAL:

- a. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each provision shall be enforced to the maximum extent permitted by applicable law.
- b. This Agreement may only be amended, or any provision herein waived, by written instrument executed by each Party hereto. No waiver of any provision hereof shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein.
- c. This Agreement shall be governed by the laws of the state of Utah and shall be binding upon the heirs, successors, and assigns of the Parties. If any provision of this Agreement is found to be invalid, illegal, or unenforceable in any respect, that provision shall be modified as necessary to make valid, and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed this ____ day of _____, 20____.

STERLING SINGERS

PERFORMER:

By: _____

PRINTED NAME (IF MINOR, REQUIRES PARENT'S SIGNATURE)

SIGNATURE