

Sterling Singers Performance Agreement

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, this PERFORMANCE AGREEMENT is entered into by and between The Sterling Singers Choir and

_____ Performer. (Print Name)

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.
- c. Performer agrees that all photos taken of performer during rehearsal or performances may be used on the Sterling Singers website and other social media platforms. Performer may choose to opt out at any time by sending a written letter to The Sterling Singers managing director.

2. **MUSIC:**

- a. Performer shall be solely responsible for the purchase of his/her individual music relating to all performances scheduled by Choir and agrees to promptly reimburse Choir for music purchased on behalf of Performer. Music will be the sole property of performer after purchase.

3. **VOLUNTEER STATUS:**

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 ventures, or partner of the Choir. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer and employee between Choir and Performer. No compensation or benefits of any nature shall be due and owing from Choir to Performer for any reason.

4. **GENERAL:**

Performer 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 all rehearsals or performances of the Choir. Performer shall further hold Choir harmless from any damage created by Performer to any venue where Choir rehearses or performs.

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 effective.

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

Sterling Singers Representative:

Performer (If minor, requires parent signature.)
