

# RED SWAN ENTERTAINMENT PERFORMER CONTRACT

This entertainment contract is made and entered by and between Red Swan Entertainment, 719 N Heliotrope Suite 304, Hollywood, CA 90029 (hereafter referred to as "Red Swan") as Manager and \_\_\_\_\_ at \_\_\_\_\_ hereinafter referred to as the Performer.

The Performer agrees that his or her contract with Red Swan is non-exclusive to either party, but that any entertainment performance(s) given to the performer by Red Swan will be subject to the following conditions and covenants:

## Section I - Confidentiality

1. It is agreed between the parties that any information gained by the Performer regarding Red Swan, its principals, policies and pricing will be kept confidential and will not be discussed with clients, competitors or other performers.
2. It is agreed that while on a job, or while in any way representing Red Swan, the Performer will only distribute Red Swan approved business cards, web sites, contact numbers, et al.
3. It is agreed that at no time a Performer while dealing with a client of Red Swan or a client that Red Swan has referred Performer to, will the Performer pursue the client for their own business or the business of another. Performer will at all times represent Red Swan as the entity with whom the client is dealing.
4. Any information Performer may gain from Red Swan, including but not limited to Red Swan clients names and information, choreography, music, events, and business practices; will be used only for Red Swan purposes and events and not for any other person group or organization.

## Section II - Safety, Competence, and Liability

5. It is agreed and understood that the Performer will be required to perform each new skill set for Red Swan before they are sent on any performance that will include that skill. For example, a performer that has been previously approved as a fire performer must request an audition with Red Swan before the performer is approved for aerial or stilt walking. It is also understood that each performer will be required on at least a yearly basis to inform Red Swan in any change in physical abilities, talents, health and/or other matters that may influence the ability of the Performer to do the skills required by the act that he or she may be sent to do.

6. It is agreed that no performer will misrepresent either themselves or Red Swan in any way. No performer will claim to have skills, experience or history that is not true and has not been approved by Red Swan.
7. It is agreed that the Performer will at all times professionally and ethically represent Red Swan during performances, while setting up and preparing at a client site, and after the performance while still dealing with the client. The Performer will be aware of, and keep the performance area clean and safe and will treat the Client with professional curtesy and respect.
8. It is agreed and understood that each Performer will be responsible to have all the required safety, training, licensing and permit requirements for any performance that they are engaged in for Red Swan. Fire performances shall adhere to the current NAFAA safety guidelines, local fire regulations, or good judgment, whichever is most restrictive. The Performer is accountable to secure all permits that are required before any performance. Permits should be in the name of the Performer with the address of the performance. Copies of such permits should be submitted to Red Swan for their records. Any failure to obtain, follow and record such permits may result in loss of the performance for the Performer and possible election of Red Swan to forgo giving further performances to the Performer.
9. Performer may be required to carry insurance that covers the Performer for any injury or liability that may occur at any performance. Performer understands that without obtaining liability insurance that they may be ineligible for certain performance opportunities. It is specifically required that Performer agree to hold Red Swan, its principals and agents harmless for any injury or liability that may occur during or in association with any performance for which Red Swan books the Performer.

### Section III- Media and Usage

10. All media (including but not limited to film, video, photography and sound recordings) taken by Red Swan its agents or representatives during any Red Swan event is the property of Red Swan. Performers may use copies of such media with the permission of Red Swan for their own promotion, but may not use such media for personal financial gain. In the event that the Performer is approached by any entity for the purpose of using such media, negotiations will be conducted between Red Swan and the entity. The Performer will not at any time be allowed to sell the media.

11. It is agreed that the use of any media for promotions or the use of Red Swan costumes, music, choreography, props will be at the discretion of Red Swan. Performer will not unilaterally make use of Red Swan costumes, music, choreography or props without the permission of Red Swan.

#### Section IV- Management Fees and Performance Agreements

12. It is agreed that Red Swan shall receive 10% as a booking fee for any and all performances booked for Performer, including repeating gigs. It is also agreed that a management fee of up to 20% may also be charged in some circumstances. Usually the monies will be paid directly to Red Swan, who will subtract its fees from the total and send the rest on to the Performer. If however, the Client pays the Performer directly, the Performer is responsible to remit the fees to Red Swan within seven days of the performance.
13. It is understood that Performer is not exclusive with Red Swan. However if Performer is approached by any Client known to Performer through their relationship to Red Swan, it is agreed that any performance booked with that Client shall be a Red Swan booking. All such bookings will be finalized through Red Swan and will be subject to the booking fee listed above.
14. It is agreed that: once the Performer and Red Swan have agreed upon an amount that the Performer will be paid for any particular performance, and Performer has agreed to do the performance; the Performer will not attempt to renegotiate the compensation for that performance. Such actions will be considered a breach of contract and will allow Red Swan to retain the services of another performer. If however, the Client asks the Performer to do other than what was agreed upon between the Client and Red Swan, it is required that the Performer inform Red Swan of the proposed change. Red Swan may communicate with the Client to protect the Performer and negotiate on the Performer's behalf. In the event that there is not time for Red Swan to be contacted about a change and the Performer and the Client agree to a change with a change of compensation, it will be considered as if Performer was working as the agent for Red Swan; the percentages due to Red Swan will be on the new amount.
15. An agreement to perform on behalf of Performer is considered a binding legal contract. Failure of Performer to complete an agreement once such agreement has been made will be considered a breach of contract and subject Performer to possible sanctions and breach of contract action in a court of law. However, in the case of an emergency, illness, or act of God, which would delay or prevent Performer from completion of agreement, contacting Red Swan as soon as possible so that Red Swan may have the ability to contact the Client or another performer may eliminate the breach of contract against the Performer.

## Section V- Performer Information

16. At the time of the signing of this contract, Performer will provide all the necessary contact information including web-sites, Social Security Number, W-2 or 1099 information, etc, namely all the information that Red Swan needs to contact Performer and pay them. Performer will be responsible to inform Red Swan within ten days of any change in contact information or other change in Performer's ability to perform. Red Swan assumes no liability for failure to contact Performer if their contact information listed with Red Swan is not correct.
17. It is agreed that the Performer will review all performer information with Red Swan at least once a year to verify that all performer information remains current and correct.
18. It is agreed that Performer will keep Red Swan advised of all insurance held by the Performer, for either the Performer or performances. Performer will furnish copies of insurance certificate(s) to Red Swan immediately upon receipt of a new policy. Performer will also furnish Red Swan with Additional Insured certificates upon request.
19. It is understood that should Red Swan and the Performer complete and sign riders, addendums, or updates added at some future time, that those will be binding and supersede this agreement to the extent that it may conflict with this document. However, any covenants that are not replaced by such future document will be considered binding on both parties.
20. It is understood that if the Performer has a personal/performance web site(s) the Performer shall include a link to the [www.RedSwanEntertainment.com](http://www.RedSwanEntertainment.com) website, design pending Red Swan approval. Copies of such approval and website information shall be contained in Performers file.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

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Performer

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Red Swan