

Jon Jon Davis

To book an appearance call me first at (828) 262 9972
then print, fill in and mail this contract to:

Jon Jon Davis
140 Weaver Street
Boone, NC 28607

Appearance Agreement

THIS AGREEMENT is entered into this ___ day of _____ 200__, by and between Jonathan (Jon Jon) Davis (“Jon Jon Davis”) and Buyer 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 Buyer hereby engages Jon Jon Davis to provide a Performance upon the following terms:

- 1) Jonathan (Jon Jon) Davis. _____
- 2) Jonathan (Jon Jon) Davis Contact/Authorized Agent. _____
- 3) Buyer Name and Address: _____
- 4) Place of Performance. _____
- 5) Date of Performance. _____
- 6) Time of Performance. _____ a.m./p.m. until _____ a.m./p.m.
- 7) **Breaks.** Jon Jon Davis shall have ___ breaks, averaging _____ each.
- 8) **Performance Fee.** Buyer shall pay a Performance Fee of _____, paid as follows:
 - A. A Deposit of _____ upon execution of this Agreement.
 - B. The Balance of _____ immediately following to the Performance.
- 9) **Promotion.** Buyer shall be responsible for all promotion of the Performance.
- 10) **Insurance.** Buyer warrants and represents that it has, or shall obtain, sufficient personal injury and property damage liability insurance with respect to the activities of Jon Jon Davis at the Place of Performance.
- 11) **Accommodations.** Buyer shall provide each member of Jon Jon Davis with:
 - a. Reasonable amounts of free water and soda during the Performance.
 - b. ___ Tickets to the Performance.
 - c. ___ Free meals on the Date of the Performance.
 - d. Lodging at _____.
 - e. Transportation (specify) _____.
- 12) **Cancellation.** If Buyer cancels the Performance less than four (4) weeks before the Date of Performance, Buyer shall forfeit the Deposit to Jon Jon Davis, as liquidated damages. In addition, if Buyer cancels the Performance less than four (4) weeks before the Date of Performance, Buyer shall pay Jon Jon Davis, by the Performance Date, the above-identified Balance, as liquidated damages. The obligation of Jon Jon Davis to perform shall be excused by detention of personnel by sickness, accidents, riots, strikes, epidemics, acts of God, *force majeure* or any other legitimate condition beyond the control of Jon Jon Davis.
- 13) **Merchandise.** Jon Jon Davis shall, at its option, sell promotional material at the Performance, retaining all proceeds associated therewith.

14) **General.** This Agreement will be governed and construed in accordance with the laws of the State of North Carolina and the United States of America. This Agreement constitutes the entire Agreement between the Parties.

15) **Additional Provisions.** The Parties agree to the following additional terms:

No performance of the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the musicians relating to and permitting such recording, reproduction, or transmission. This prohibition shall be subject to the arbitration provisions set forth below and the American Arbitration Association may enforce this prohibition in any court of competent jurisdiction.

Breach of Contract - Arbitration Claims:

a. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial [or other] Arbitration Rules [including the Optional Rules for Emergency Measures of Protection], and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Raleigh, North Carolina, in the United States of America. The language of the arbitration shall be English.

b. If a dispute arises from or relates to this contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. Any unresolved controversy or claim arising from or relating to this contract or breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

I have read and agree to all terms as written in this Agreement.

Buyer (print or type): _____
By (signature) _____
Date _____

Jonathan (Jon Jon Davis) Davis
By (signature) _____
Date _____

Jon Jon Davis
140 Weaver Street
Boone, NC 28607