

Performance Contract for _____ (Lesson/Performance Place)
on _____ (Event Date) by _____ (Your name/company name)

Appearance Agreement

THIS AGREEMENT is entered into this _____ day of _____ (month) _____ (year), by and between the Performance Group ("PG") and Independent Contractor ("IC") 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 PG hereby engages IC to provide a Performance/Lesson upon the following terms:

1) Independent Contractor Name(s).

X Insert _____ name here

X Insert _____ name here

Services Provided: (Fill in all agreed upon areas to receive deposit.)

- Provide CD for dance music
- Provide necessary safety equipment
- Audience participation dance(s)

Performer(s): _____ Performer(s) Type: _____

2) Independent Contractor Address.

Best Phone #

- 3) Performance Group. Sarah Chang LLC dba Wanna Hula?
- 4) Performance Group Contact/Authorized Agent. Sarah Chang
- 5) Place of Performance/Lesson. _____
- 6) Date of Performance/Lesson. _____
- 7) Time of Performance/Lesson. _____ a.m./p.m. until _____ a.m./ p.m.
- 8) Breaks. IC shall have 1 break, averaging 10 minutes for every hour or fraction thereof.
- 9) Performance/Lesson Fee. PG shall pay IC a Performance/Lesson Fee of \$ _____, paid as follows:

A. Deposit of \$ _____ upon receipt of this signed contract.

_____ (sign) _____ (date deposit received)

B. The Balance of \$ _____ following the Performance/Lesson.

10) Hold Harmless. IC understands that there are risks incident to such performances/lessons and understands and acknowledges that he or she is aware of and understands and agrees, that IC fully assumes all such risks. IC agrees that neither PG nor any of its owners, proprietors, managers, partners, members, officers, directors, shareholders, employees or agents (collectively, Sarah Chang LLC dba Wanna Hula) shall be liable for any death, injury, sickness, damage, accident or other loss arising out of any said performances/lessons. IC hereby releases and forever discharges PG from and against any and all liability for any death, injury, sickness, damage, accident or other loss which arises out of, occurs during or is related in any way to IC's participation in any of the said performances/lessons.

_____ (sign)

11) Taxes. IC warrants and represents that it is not an employee of PG and that IC shall be responsible for his/her own taxes and fees.

Tax ID or S/S number: _____ (provide to receive deposit)

(Must be provided for contractors that make more than \$599/year per state law. Failure to provide this number will result in a \$50+ fee that will be passed on to independent contractor. Form N196.)

12) Cancellation. If IC cancels the Performance/Lesson before the Date of Performance/Lesson, IC shall pay PG, by the Performance/Lesson Date 100% of the deposit and balance plus any additional incurred fees as liquidated damages.

IC must also provide adequate substitute performer(s) as specified in this agreement.

13) Media Policy and Release: PG routinely promotes activities through media. This includes, but is not limited to pictures, video, newsletters, newspapers, brochures, displays, and web pages. IC understands that any pictures, video, names may be included. (Youth will not be identified by name.)

14) General. This Agreement will be governed and construed in accordance with the laws of the State of Hawaii. This Agreement constitutes the entire Agreement between the Parties.

I have read and agree to all terms as written in this Agreement for Independent Contractors:

By _____ of _____
X Print Your Name Here **Your Company Here**

for _____
(list all independent contractors' names from page 1 here)

X Please sign here

Date **X** _____

Performance Group:
Sarah Chang LLC
By Sarah Chang
Its Manager
Date _____