

The Ken Foley Show Standard Engagement Contract

This Agreement made this _____ day of _____, 2007 between
The Ken Foley Show owner and operator Ken Foley (Performing Party) and
_____(Hiring Party).

Both Parties as stated above, agree to the performance of work requested and to the mutual arrangements by the following specifications:

- a) Ken Foley agrees to perform the following services for the Hiring Party.

_____ Solo Singing/Music Show _____

- b) Ken Foley agrees to perform the agreed upon services on the

_____ day of _____, 2007 from ____ AM__ PM__ to ____ AM__ PM__

- c) In consideration of the services rendered according to the above specifications, the Hiring Party agrees to pay Ken Foley the amount of _____ as follows:

 X Payment by cash or check at the time services are rendered.

 X Payment checks will be made payable to "Ken Foley"

- d) The Ken Foley Show will provide all sound equipment necessary to perform the above mentioned services. AC power provided by the Hiring Party's venue.
- e) In the event of a building power failure prior to or during the agreed performance time as indicated above, where building power is interrupted and can not be restored or made available to accommodate the equipment needed to perform the above mentioned services:
1. If Ken Foley arrives at the venue and power to run all sound equipment necessary to perform the services is unavailable, a decision to cancel the show or to wait will be made by the Hiring Party before the start time in section "b" above. If the decision is to cancel the show, the Hiring Party shall pay Ken Foley a cancellation fee of _____ dollars.

2. A decision to continue waiting for restored power will mean the Hiring Party agrees to pay The Ken Foley Show the full amount agreed to in section “c” above whether power gets restored or not. Both Parties agree that after power is restored, any remaining performance by The Ken Foley Show shall end at the agreed upon time in section “b” above.
 3. Both Parties may discuss and must agree to extend the performance time beyond the time set forth in section “b” above for an additional fee.
- f) Both Parties agree the human voice is a delicate instrument, and as such is susceptible to injury and/or illness at any time. In the event of any injury or illness that at any time would prevent the Performing Party from performing, the Performing Party shall offer to play music CD’s of other vocalists in place of the live vocal performance that was to occur or was occurring.
1. If the music CD offer is agreed to by the Hiring Party, then playing the CD’s in whole or in part of the performance time in section “b” is understood by both Parties to fulfill the performance services of this contract.
 2. If the music CD offer is declined by the Hiring Party before the start time in section “b”, the services of this contract are considered by both Parties to be unavailable due to injury and/or illness. This means that the Ken Foley Show cannot perform at all, and this contract is terminated with no payment made to the Ken Foley Show.
 3. If injury and/or illness happens after the start time in section “b” and the music CD offer is declined, both Parties agree that any live performance that was performed by Ken Foley is to be assessed as a percentage of the total performance time in section “b” and the Performing Party is to be paid that percentage of the amount in section “c” by the Hiring Party, and this contract and performance is considered finished.
- g) Either party, at its sole discretion, may terminate this Agreement without cause and without penalty or payment with one week (7 day) notice, prior to the agreed upon date/time in section “b” above, to the other party.

SIGNATURES:

PERFORMING PARTY:

HIRING PARTY:

Name: The Ken Foley Show

Name: _____

By: _____

By: _____

Title: Owner/Performer

Title: _____