

# FORM B — MUSIC SHOW / PERFORMANCE PARTNERSHIP AGREEMENT

*For artists and promoters bringing shows to the upstairs space*

This Agreement is between Son of Egg LLC ("Venue") and the artist or promoter signing below ("Performer").

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## YOUR SHOW, YOUR RESPONSIBILITY — READ THIS FIRST

This is the Performer's show. The Venue provides the space, bar service, food service, basic AV, and one staff member for support. The act itself, the audience the Performer brings in, the Performer's crew, and any guest list are the Performer's to manage.

A responsible person from the act or production must be on site for the entire show — not dropped off, not handed to a tour manager who isn't there.

Venue staff is here to support the show, not to run it. If staff has to step in to manage conduct that the Performer should have managed, and conditions warrant, the Venue may end the show.

Initial: \_\_\_\_\_ *I have read this. I am the responsible person for this show and the people I bring with me.*

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### 1. Performer Information

Performer / act name: \_\_\_\_\_

Contact person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email \_\_\_\_\_

Mailing address: \_\_\_\_\_

Style / genre: \_\_\_\_\_

### 2. Show Details

Show date: \_\_\_\_\_ Day of week \_\_\_\_\_

Doors: \_\_\_\_\_ Set time \_\_\_\_\_

End by: \_\_\_\_\_

Number in act / crew: \_\_\_\_\_

Expected audience: \_\_\_\_\_

### 3. Booking Deposit

A non-refundable booking deposit may be required at the Venue's discretion. If a deposit is required, the amount is entered below and is due at the time this Agreement is signed. The deposit holds the date and time exclusively for the Performer's show, preventing the Venue from

offering that slot to another act. The deposit compensates the Venue for that lost opportunity if the Performer cancels.

Deposit amount: \$ \_\_\_\_\_ Due date \_\_\_\_\_

If no deposit applies to this booking, write "N/A" in the field above.

#### **4. What the Venue Provides**

- Use of the upstairs space for the contracted hours, including soundcheck.
- In-house Bluetooth-enabled sound system and one microphone.
- Standard lighting.
- Bar service downstairs and food service throughout the show.
- Promotion on Son of Egg's social media channels.

#### **5. What the Performer Provides**

- The act, plus any specialized instruments, equipment, or technical requirements.
- Any sound engineer, lighting tech, or stage manager the act requires.
- Promotion of the show on the Performer's own channels (social media, mailing list, posters in the area). Audience size is the Performer's primary value to the partnership.
- Conduct of the act, crew, and any guest list the Performer brings in.

#### **6. Sound Levels and End Times**

Performer agrees to keep amplified sound at levels reasonable for a venue with neighbors. Staff has final say on volume. The show ends by the time stated in Section 2; encores and breakdown are within that window.

#### **7. Door, Tickets, and Merchandise**

Door and ticket revenue arrangements are documented separately when applicable. The default is: no door charge unless agreed in writing. The Venue retains all food and beverage revenue. The Performer may sell merchandise at the show; the Venue takes no commission.

#### **8. Conduct**

Performer agrees that the act, crew, and Performer's guest list will:

- Follow all staff instructions regarding capacity, fire safety, and last call.
- Refrain from anything that could put the Venue's New York liquor license at risk, including underage drinking, drug use on premises, or harassment of staff or audience.
- Not use confetti, glitter, pyrotechnics, or open flame as part of the act without prior written approval from the Venue.
- Vacate the space promptly at the end of the contracted time.

#### **9. Cancellation**

If Performer cancels: the deposit (if any) is forfeited. The deposit holds the date and time exclusively for the Performer's show, preventing the Venue from offering that slot to another act. The deposit compensates the Venue for that lost opportunity. With at least 14 days' notice, the Venue and Performer may agree in writing to apply the deposit to a rescheduled date.

If the Venue cancels for any reason within its control, the deposit is refunded in full and the Venue will work to reschedule.

## 10. Property and Equipment

Performer is responsible for damage to the Venue's property caused by the act, crew, or guests during the contracted period. The Venue is not responsible for damage, loss, or theft of Performer's equipment.

## 11. Indemnification and Release

To the fullest extent permitted by New York law, Performer agrees to indemnify, defend, and hold harmless Son of Egg LLC, its owners, employees, and agents from any claims arising from: (a) the act itself, including any technical safety issue; (b) the conduct of the act, crew, or any person on Performer's guest list; (c) any injury, illness, or property damage occurring during the show; and (d) any claim by a member of the audience that arises from the act or its production.

This does not extend to claims caused by the Venue's gross negligence or willful misconduct.

## 12. Photo and Video

The Venue may photograph and record short video of the show for marketing and social media. The Performer grants the Venue a non-exclusive, royalty-free license to use the Performer's name, likeness, and a reasonable amount of audio/video for these purposes.

The Performer is welcome to record their own show. The Venue grants the Performer permission to use Son of Egg's name and logo when promoting the show or sharing footage.

## 13. Independent Contractor

Performer is an independent contractor, not an employee, partner, or agent of the Venue. This Agreement does not create an employment, partnership, or joint venture relationship.

## 14. Governing Law

New York law governs. Any dispute shall be resolved in the state or federal courts located in Rensselaer County, New York.

## 15. Signatures

Performer signature: \_\_\_\_\_ Date \_\_\_\_\_

Performer printed name:

\_\_\_\_\_

Title (if signing for a band/promoter):

\_\_\_\_\_

For Son of Egg LLC: \_\_\_\_\_ Date \_\_\_\_\_