

PERFORMANCE AGREEMENT for DANTE

1. Client:

2. Performance Date(s):

3. Performance Time(s): **Approx.**

4. Performance Location:

5. Performer:

Dante Rusciolelli

Performer's Emergency Cell Phone Contact: **818.635.7910**

6. Show Notes:

minute Comedy Show

7. Fees:

a. Total Fee:

b. Deposit:

→ Deposit check should be payable to "DANTE RUSCIOLELLI" and mailed to:

1301 N. Orange Drive, Hollywood, CA 90028 Due within 10 days.

Deposits can also be made in DANTE'S Bank account at Bank Of America. Call DANTE at 818-635-7910 to set that up.

c. Balance Due:

→ Balance check should be payable to "Dante Rusciolelli" and given to performer the day of the show, prior to the start of the performance.

8. Additional Items:

Driver from airport to Hotel, Hotel to show and back to hotel. Ride from Hotel to airport.

9. Set-Up Requirements:

8x8 raised platform stage and a hand held microphone on a stand.

10. Performer is an independent contractor.

11. Cancellation: All deposits paid are considered a retainer fee for the date outlined above, and are non-refundable, except as outlined in 11b. Client must notify the office of DANTE immediately of any cancellation in event. a. If Client cancels less than 60 days prior to the event, then client agrees to pay DANTE the full balance due shown on line 7c within 10 days of cancellation. b. If for any reason the performer is unable to perform, DANTE will provide a replacement act of equal merit, if available, or return the full deposit paid upon request of client. c. Performances canceled due to inclement weather or act of God must be rescheduled or deposit will be forfeited. Additional travel costs may be incurred for the rescheduled date. d. If performer cannot perform due to transportation delay, we will still retain the deposit for coverage of performer's travel expenses, but no additional fees will be due from the client. If DANTE cancels due to being retained for TV or FILM work or death in the family, then he will return the deposit in full.

12. Client agrees to provide the set-up requirements outlined on the attached set-up rider to the best of their ability. DANTE is not responsible for the alteration of show content or length, or the inability for the performer to perform if minimum set-up requirements are not met.

13. Performance will be appropriate for agreed upon audiences. Dante's name typed on the agreement is his signature.

14. All faxed and/ or emailed signatures will be considered binding as originals.

The undersigned agree to the terms and conditions outlined above and on any attached rider:

Client: _____ Date: _____

Print Name: _____

For DANTE t: xxxsignedxxx **DANTE** _____ Date: _____

DANTE

Rider for DANTE

This agreement is entered into this _____ day of _____
between DANTE (Artist) and _____ (Promoter)
for the said performance of DANTE on _____ and at _____
_____ location.

DANTE and said PROMOTER agree DANTE is to be paid a fee of \$ _____ for said performance.

ARTIST FEE:

1. Promoter agrees to pay DANTE said fee before the performance. Half as a deposit to be mailed 30 days before the show unless otherwise agreed upon date is approved. (mail to: Dante Rusciollelli 1301 N. Orange Dr., Hollywood, CA 90028.) The other half of the balance to be paid in full at the venue before the first show. (Comedy clubs who pay at the end of the week are fine as long as DANTE receives payment before the final show.
2. Promoter agrees to pay DANTE said fee regardless of the turn out of the audience. Of Promoter charges more for tickets than agreed upon, DANTE is to receive half of the door.
3. If Promoter cancels less than 60 days prior to the event, then Promoter agrees to pay DANTE the full balance due shown within 10 days of cancellation.
4. If another performer on the show cancels and DANTE is needed to fill time on the show, DANTE is to receive the other performers full pay.
5. If said show is pushed back and starts later than one hour from agreed start time, Dante must be paid 25% more to do the show or he can cancel with full pay.
6. If DANTE is on a door deal, a guarantee must be made up front. Dante is to be paid no less than 50% of the door. If there are guests who get in free DANTE is to be paid no less than \$4.00 per head.

ACCOMMODATIONS:

1. Promoter agrees to supply suitable accommodations for DANTE. A clean one bedroom in a hotel or motel. Smoking only (if available) and must have WIFI. Promoter will also leave credit card deposit for incidentals. Dante will most likely never use this, but may rent a movie.

TRANSPORTATION:

1. Promoter agrees to provide any and all transportation for DANTE when the show is more than 200 miles from Hollywood CA.
2. Promoter agrees to provide a round trip airline ticket from LAX or Burbank Airport. If the city Dante is performing in has a major airport, he must be flown in there.
3. If a driver is provided for Dante, they must not have any drugs or alcohol on the day of driving DANTE or he can cancel with full pay.
4. DANTE is never to be stranded. He must always have someone to call to take him to the store or out to get food.

LIGHTS, SOUND, DRESSING ROOM, VENUE, STAGE EQUIPMENT:

1. Promoter agrees to provide a clean private dressing room when available. To be stocked with water.
2. Venue will always provide DANTE with no less than 3 free drinks per show. He will receive all sodas and water complementary. If the venue has food, DANTE shall be provided with a free meal per day.
3. Promoter agrees to provide DANTE with a microphone (Long cord or wireless), a strait stand, and a stool or chair per performance. **NO PODIUMS!**
4. Promoter must provide a stage no less than 8 x 8 raised. Unless the event is corporate then an open area is alright. There is to be no space (a dance floor) between DANTE and the audience.
5. No rehearsal or sound check is to be required of DANTE.
6. Venue may not require DANTE to abide by a dress code or any other rules other than the law.

MISCELLANEOUS:

1. If there is no opening act for DANTE, he will require an introduction.
2. DANTE must have the right of approval of any and all opening acts and the length of their performance.
3. DANTE must always receive a minimum of 10 complimentary tickets per performance.
4. Promoter shall not sell any merchandise which utilizes the likeness, name or any other material involving DANTE with out prior written consent.
5. DANTE does not use his last name (RUSCIOLELLI), and it should never be used for promotions, on the show or in any way other than for his check, hotel or airline tickets.
6. DANTE will not be required to do radio or TV unless agreed upon before the signing of the contract. But he may do it if asked.
7. Promoter and employees may not do or say anything to defame DANTE.
8. In the event DANTE is not the headliner, he must be billed as SPECIAL GUEST. If he is co-headlining, DANTE must be billed first and have the right to decide his position on the show. He is never to be paid less than any other performer on the show. (Unless he has agreed to open for the headliner)

THIS IS NOT REQUIRED:

If you would like to provide DANTE with gifts as a thank you or to make his stay more enjoyable, these are a few of his favorite things..... Monster Energy Drink (Blue can), Southern Comfort, Moscato wine, Gran Marnier, Fruit, Goji Berries, Diet Pepsi, Diet Dr. Pepper, Massage, Gift cards, hair cuts, meals and Wheat thins. If you enjoys DANTE a letter of recommendation would be great. Send by E Mail to dante@comicdante.com. Gratuities and bonuses are always welcome and greatly appreciated.

The Undersigned agree to all terms and conditions of the rider and contract.
AGREED AND ACCEPTED:

_____PROMOTER _____DATE