**PERFORMANCE CONTRACT**

between

“Production Company” Hereinafter referred to as “PRODUCER”

Represented by:

Name of Artist

and

Artist Trading Company, hereinafter referred to as “COMPANY”, Hereinafter referred to as ARTIST

**THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS**

For the purposes of this agreement, unless the context indicates otherwise:

“Company” means the artist’s company

“Artist” means Name of artist

“Producer” means Production Company which engages the services of the Artist as defined in this Agreement

“Parties” means the Company and Producer

“Broadcaster” means Broadcaster’s name

owner of a television network, which broadcasts, exhibits, transmits, makes available and/or communicates material to the public, in various areas of the world by various manners and media whether of a traditional, new or convergent nature and whether now known or hereinafter invented, including, without limitation, the Internet, satellite broadcast and other technology {such usages shall be subject to the terms of this Agreement, including, without limitation, paragraph 9.1}

“Performance” means the appearance of the Artist rendered by the Artist in terms of this Agreement

“Venue” means the physical location as agreed to by the Parties at which the Artist conducts the Performance in terms of this Agreement

“Expenses” means meals, travel and accommodation costs, per diem

1. **SERVICES**

2.17 The Producer hereby engages the “Company” to furnish the non-exclusive services of Artist and the Artist agrees to render a Performance at the “Name of studio” on “date”. Notwithstanding anything to the contrary contained herein, the “Producer” acknowledges that Artist has satisfactorily performed any and all services required of Artist herein.

2.2 The “Company” hereby agrees to furnish the services of the Artist for the Artist to appear and perform In the programme entitled “Name of production” (“the Programme”) and hereby grants permission to “Broadcaster” to utilise Artist's Performance solely as part of the Programme as a whole, in any and all manner and media, as specifically provided for herein,

2.3 The Company shall represent the Artist for the Performance and the Artist agrees to appear on “Name of show” as a Celebrity guest in the “venue” on 16 October 2009.

The Company shall represent the Artist for the Performance and the Artist shall perform two musical numbers in the “venue” on “Date”.

2.5 Subject to the terms herein, the “Company” hereby grants permission to the “Broadcaster”, and to the Producer for purposes of producing the Programme, to do or to undertake the following in respect of the Performance, throughout the universe and in perpetuity:

2.5.1 to film and record, or otherwise embody and/or fixate on film, tape or otherwise, the Artist’s Performance, likeness, image, voice, soubriquet and name and approved biographical information, including the text of any interview conducted with the Artist, solely for purposes of producing and promoting the Programme;

2.5.2 make reproductions of the Artist’s Performance solely as part of the Programme as a whole {in any medium) for purposes of exercising any of the rights granted in terms of this agreement (subject to the terms of paragraph 9.1., herein);

2.5.3 subject to the terms of paragraph 9.1, herein, broadcast, publish, exhibit and/or communicate the Artist’s Performance solely as part of the Programme as a whole to the public via any broadcast-only media now known or hereafter invented including any rebroadcast, and to otherwise distribute and commercially exploit the Performance as embodied in the Programme as a whole by any means and in any broadcast-only media;

2.5.4 to sub-licence the broadcast rights in respect of the Performance (solely as part of the Programme as a whole} as granted in this agreement, to any third party, including the licence, sale or other transfer of the intellectual property and other proprietary rights in the Programme as a whole.

2.6 The Company hereby agrees

2.6.1 that the audio visual material embodying Artist’s Performance may be edited, modified, added to or deleted, juxtaposed solely with any other material forming part of the Programme and that any other changes to the Programme may be made at the sole discretion of M-Net provided that M-Net shall use best effort to afford final Performance approval to the “Company” and/or Artist.

2.6.2 subject to the other terms hereof, to hereby waive in favor of the “Broadcaster”, any moral rights which the Artist may have in the Performance in the Programme, as defined under the Copyright Act, 1978, as amended;

2.6.3 subject to the other terms hereof, that any intellectual and/or immaterial property rights, including copyright (excluding the copyright in the underlying musical composition) that may exist or be contained in the Programme or arising out of, or in any way related to their participation in the Programme, are hereby unconditionally and irrevocably assigned to the “Broadcaster”, in perpetuity, which assignment the “Broadcaster” accepts;

2.6.4 not to disclose to any third party, any confidential information relating to the Programme or this Agreement, except to the extent necessary to comply with any law or valid court order;

2.6.5 Artist's Performance has been filmed and was broadcast as part of the Programme as a whole and was edited for a daily episode as well a weekly highlights package and was broadcast on the “Broadcaster” and various other “Free to air” channels in Africa. Additionally, Publisher shall have the right to use up to thirty (30) seconds of Artist’s non-musical appearance solely for promotional purposes to promote the Programme. The uses specified in this paragraph 2.6.5 have been approved by the“Company”.

2.8 The format of the 24/7 show is as follows: A daily 24-hour live broadcast of the “Name of show” daily show. The broadcast will reach the wider “Name of show” audience.

2.9 The format of the edited packages are as follows: Monday to Saturday 30 minutes daily highlights packages; Saturday a 60-minute highlights package.

1. **SCHEDULE**

To Arrive on: Friday, “Date”

Guest appearance and performance in the “Location: “Time and date”

To Depart: Flight time and arrival time

1. **PAYMENT**

4.1. Travel, Accommodation and Meals: It is agreed that the “Producer” will provide the airfares, accommodation and local transportation for the Artist for two people for the period “Date” to” Date”

4.2. It is agreed that the “Producer” shall bear the costs of Lunch and/ Dinner should these not be included in the accommodation costs in cases of overnight stay. Mealtimes will be determined by the rehearsal schedule

4.3. It is agreed that the “Producer” will pay a fee of “Agreed fee” for the Artist's Performance which will be payable by the “Producer” or the “Broadcaster” immediately and no royalty of whatever nature will be payable in respect of the broadcast, distribution of any other exploitation of the Performance as embodied in the Programme by the “Broadcaster”. The Company hereby waives any rights it may have to claim any royalties for the Artist's Performance, as may be contemplated under section 5 of the Performer's Protection Act, 1967, as amended. For the avoidance of doubt, the payment(s} specified herein specifically exclude any and all synchronization and performance (and any other publishing-related) fees related to the musical compositions and Company and/or Artist shall retain the exclusive right to collect and retain those amounts directly from the applicable performing rights organization.

**5. RESPONSIBILITIES: 3.1.0F THE PRODUCER**

5.1.1. The Artist will be transported between Johannesburg International Airport and the Hotel on arrival in and departure from South Africa. The Artist will be picked up from the hotel for the Performance and transported to set where she will be expected to remain until the end of the Performance, after which the Artist will be transported back to the hotel. Any transport for publicity arranged by production will be handled by Production. All other transport costs are the responsibility of the Artist

3.1.2. The Producer shall be responsible to provide and to pay for the following:

* Technical Requirements (AS PER TECHNICAL RIDER) The “Producer” shall provide the necessary equipment for the Performance of the Artist. The Company shall provide the stage plan and rider specifications within a reasonable time prior to the date of the event.

» PA Sound System

» Other equipment as the Parties may agree upon as necessary for the successful execution of Performance

**5.2. RESPONSIBILITIES OF THE “COMPANY”**

5.2.1. Visa requirements and Work Permits: Visas and work permits will be processed by production. All costs incurred will be absorbed by production. List of names of all performers as they appear in their passports for processing of visas and work permits to be supplied to production

5.2.2. The Artist undertakes not to damage the production venue, or its contents. The Artist undertakes not to tamper with or disable or render defective, the technical equipment that has been installed in the production venue or mode of transport, if any. The “Producer” warrants and represents that Artist did not cause any damage to the Production venue, nor did Artist tamper with or disable any equipment.

1. **PUBLICITY AND MARKETING**

6.1. The “Producer” undertakes to market, promote and publicize the show at no cost to the “Company” and/or Artist.

6.2. The “Company” shall supply all publicity material and press kits including photographs, biographies and music where applicable. Any publicity of photographic material and biographies shall be done in consultation with the “Company”.

6.3. Performers will be required to be available for photo shoots as well as press interviews. Interviews and shoots will be scheduled.

**7. GENERAL**

7.1. This document contains the entire agreement between the Parties in relation to the matters dealt with in it.

7.2. This agreement may only be amended in writing following agreement between the “Company” and the “Producer”.

7.3. Neither party shall have any claim or right of action from any undertaking, representation or warranty not included in this Agreement.

7.4. Neither party shall be entitled to cede any of its rights or delegate any of its obligations under this Agreement.

7.5. All headings in this Agreement are for convenience only and are not to be taken into account for the purpose of interpreting it.

**8. INDEMNITY**

8.1. Each Party {the “Indemnifying Party”} hereby indemnifies and holds harmless the other party and their parents, subsidiaries and affiliated companies, their officers, agents, directors and employees {the “Indemnified Party"} against any costs or damages {including consequential damages and pure economic loss} that may be incurred by the Indemnified Party as a result of third-party claims or charges made against the Indemnified Party provided that such claim is reduced to a final, adverse judgment in a court of competent jurisdiction or is settled with the Indemnifying Party’s

prior written consent. The Indemnifying Party shall be promptly notified in writing of any such claim, action or demand and shall have the right, at its own expense, to participate in the defense thereof with counsel of its own choosing,

**10. COPYRIGHT**

9.1, The “Producer’ and the “Broadcaster” hereby warrant and represent that they are aware that Company and/or Artist has entered into an exclusive recording agreement with “Name of Record Company” and an exclusive publishing agreement with “Music Company”, and neither the “Producer” nor the “Broadcaster” shall enter into any agreements or self-release any materials which infringe upon or otherwise impede the rights Company or Artist has granted to “Record Company”and/or “Music Company” without obtaining “Record Company’s” and/or “Music Company’s” (as applicable) prior written consent.

9.2. The Company hereby warrants that the recording of the Artist's Performance does not infringe, or contain any material which infringes, the rights of any third party and there has not been, is not now, nor does Artist have any reason to believe there will be any claim that the Performance or any portion thereof violates, conflicts with or infringes any rights whatsoever (including, without limitation, copyrights}

**11. DOMICILIUM CITANDI ET EXECUTANDI**

The parties choose as their Dom cilium address for all purposes including the service of notices and court process the addresses set out below:

Artist:

SIGNED AT

ON THIS DAY OF “Year”. FOR ARTIST

**SIGNATURE**

Signatory {Print Name}

Capacity Contact Detail:

{Tel} {Fax} {Mobile} {e-mail}.

**SIGNATURE**

“Date”.

For {Producer}

SIGNATURE