

Performance Agreement

This Agreement is entered into between SOWAL House ("Venue") and the undersigned Artist.

PERFORMANCE INFORMATION

ARTIST / BAND

PERFORMANCE DATE

PERFORMANCE FEE

\$

PRIMARY CONTACT

CONTACT PHONE / EMAIL

NUMBER OF PERFORMERS

PERFORMANCE TYPE — CHECK ONE

☐ TICKETED PERFORMANCE

Sound check: 4:00–4:45 PM

Doors: 6:00 PM

Show 1: 6:30–7:45 PM

Show 2: 8:30–9:45 PM

☐ LOUNGE PERFORMANCE

Sound check: 4:00–4:45 PM

Performance: 6:00–9:45 PM

Breaks: 6:45–7:00, 7:45–8:00,
and 8:45–9:00 PM

PAYMENT INFORMATION

Payment will be processed through Toast Payroll as a 1099 contractor payment during SOWAL House's regular biweekly payroll cycle.

LEGAL PAYEE NAME

TAX CLASSIFICATION

☐ Individual / Sole Proprietor ☐ LLC ☐ Corporation

MOBILE

TAX ID

☐ SSN ☐ EIN Number:

BUSINESS NAME (IF APPLICABLE)

EMAIL

MAILING ADDRESS

W-9

☐ Attached

CORE PERFORMANCE TERMS

Arrival & timing. Artist will arrive by 4:00 PM for load-in, setup, and sound check, all of which must be complete by 4:45 PM unless Venue approves otherwise. Artist will begin and conclude performances at the scheduled times.

Venue authority. Venue management retains final authority over scheduling, room setup, audience management, lighting, sound levels, stage setup, repertoire appropriateness, and operational decisions affecting guest experience or compliance with building requirements.

Sound levels. Artist will perform at sound levels directed by Venue staff. Sound pressure levels shall generally not exceed 85 dBA as measured by Venue's sound level meter. Venue may require immediate volume adjustments at any time.

Hospitality. Each performer receives a \$50 SOWAL House bar tab and complimentary water. Tabs are nontransferable, have no cash value, and expire at the conclusion of the performance.

Equipment & conduct. Artist is responsible for personal instruments and specialty equipment and will comply with Venue policies and staff direction. Merchandise sales require prior Venue approval.

Terms & Conditions

MARKETING

Artist agrees to help promote the engagement using approved SOWAL House marketing assets.

Artist may: Use approved event graphics supplied by SOWAL House; use approved event descriptions or reasonable derivatives; and share links to the official ticket or reservation page.

Artist may not: Modify or recreate SOWAL House logos; alter approved artwork without written approval; advertise ticket prices; publish or share artist promotional codes or complimentary ticket codes; create ticketing or event listings using SOWAL House branding without approval; or represent themselves as speaking on behalf of SOWAL House.

Venue may request prompt removal or correction of promotional materials that do not comply with these guidelines.

RECORDING & MEDIA RIGHTS

Artist acknowledges that the performance may be photographed, audio recorded, video recorded, livestreamed, or otherwise captured by SOWAL House or its authorized representatives.

All recordings and media created by or on behalf of SOWAL House shall be the sole and exclusive property of SOWAL House. Venue has the perpetual, worldwide right to edit, reproduce, distribute, publish, broadcast, stream, sell, license, and otherwise exploit such media in any format or medium now existing or later developed, without additional compensation to Artist.

Artist may capture photographs and short, informal video clips for personal social media promotion, but may not commercially release, monetize, livestream, distribute, or authorize any audio or video recording of the performance without Venue's prior written consent.

Artist represents that all members of the performing group have authorized the rights granted by this Agreement. Artist shall be responsible for claims arising from failure to obtain those permissions. The Performance Fee fully compensates Artist for these rights; no royalties, residuals, reuse fees, or other compensation shall be due.

CANCELLATION

Venue cancellation. If Venue cancels more than 72 hours before the performance, no payment is due. If Venue cancels within 72 hours, Venue will pay 50% of the Performance Fee.

Artist cancellation. If Artist cancels more than 72 hours before the performance, there is no penalty. If Artist cancels within 72 hours, Artist will use commercially reasonable efforts to provide a suitable replacement acceptable to Venue. If no replacement is secured, Artist forfeits the Performance Fee.

Day-of cancellation. If Artist cancels on the performance date for reasons within Artist's reasonable control, Artist will reimburse Venue for documented, reasonable replacement or customer-refund costs, up to the Performance Fee.

Force majeure. The cancellation obligations above do not apply when performance is prevented by severe weather, government action, illness, family emergency, venue emergency, or another circumstance beyond the affected party's reasonable control.

ADDITIONAL TERMS

Promotion license. Artist grants Venue permission to use Artist's name, likeness, and approved promotional materials to advertise the engagement.

Independent contractor. Artist is an independent contractor and is solely responsible for applicable taxes, insurance, and legal obligations arising from this engagement.

Entire agreement. This Agreement states the parties' understanding for this engagement. Changes must be in writing and agreed to by both parties.

ACCEPTANCE

By signing below, both parties acknowledge and agree to the terms of this Agreement.

SOWAL HOUSE REPRESENTATIVE

Name:

Signature: Date:

ARTIST / AUTHORIZED REPRESENTATIVE

Name:

Signature: Date:

☐ I agree that my typed signature indicates acceptance.

Artist Information Sheet

Thank you for performing at SOWAL House. The information below will help ensure a smooth arrival and performance.

VENUE

**SOWAL House • 82 South Barrett Square, 2nd Floor
Rosemary Beach, FL 32461**

PRIMARY POINT OF CONTACT

**Timmy McNulty, General Manager
(850) 704-0037**

SCHEDULE

4:00 PM — Arrival, load-in (if applicable), and sound check.

Sound check includes all equipment load-in and setup. Please plan accordingly so that all setup and sound check are completed no later than 4:45 PM.

Performance schedules are outlined in your Performance Agreement.

LOAD-IN

Load-in is from the rear alley behind SOWAL House.

Artists may temporarily stop on the alley during load-in and load-out provided:

- Hazard lights are activated.
- Vehicles do not block traffic or neighboring businesses.
- Loading is completed as quickly as reasonably possible.

Please be courteous to nearby businesses and residents.

PARKING

SOWAL House does not provide dedicated artist parking.

After unloading equipment, performers are responsible for finding legal public parking.

SOWAL House is not responsible for parking tickets, towing fees, vehicle damage, or other parking-related issues.

GREEN ROOM

The Green Room (Podcast Studio) is available as the artist green room and dressing room before performances.

Please help keep the room clean and remove personal belongings before departing.

SOUND

SOWAL House places a high priority on providing an exceptional listening experience while respecting neighboring residents.

Venue management will monitor sound levels throughout the evening.

Artists are expected to immediately comply with any requested volume adjustments.

HOSPITALITY

Each performer receives:

- \$50 SOWAL House bar tab
- Complimentary bottled water

Bar tabs are nontransferable, have no cash value, and expire at the end of the performance.

PROMOTION

Please use only approved promotional graphics, logos, and event descriptions provided by SOWAL House.

Please do not:

- Publish ticket prices.
- Share artist promotional codes.
- Modify SOWAL House logos or artwork.
- Create independent ticketing links or event listings using SOWAL House branding.

RECORDING

Performances may be professionally photographed and recorded by SOWAL House.

Artists are welcome to capture brief behind-the-scenes photos and short social media clips. Commercial release, monetization, livestreaming, or distribution of any performance recording requires prior written approval from SOWAL House.

THANK YOU

Thank you for helping us create an exceptional experience for our members, guests, and fellow artists. We appreciate your professionalism and look forward to welcoming you to SOWAL House.