

**Performers Contract Agreement  
Whips Garters & Guns, Western Stunt Show**

This Agreement made on this \_\_\_\_\_ day of \_\_\_\_\_ 2\_\_\_\_\_ between JD Hennings of Whips Garters & Guns Western Stunt Show, hereinafter referred to as SHOW and \_\_\_\_\_ a performer, who wishes to participate in events, shows and/or bookings of the show, hereinafter referred to as PERFORMER do hereby agree to the following;

Whereas the SHOW is a collective group of entertainers that performs during the summer months and as such must be considered "seasonal" and by such definition is restricted to accepting bookind engagements from June 1st through October 1st, when climate is favorable for presentation of the SHOW...

and

Whereas booking of events is directly related to the performers being available durning those months, in order to accept "deposits" and confirmation of bookings, the following terms and conditions must be agreed to and upheld.

1. PERFORMER agrees to commit to the time period as stated and shall give priority to this group over any other commitment and further shall not make any other "outside" commitments that might interfere with scheduled bookings for this SHOW.
2. PERFORMER agrees to attend all scheduled Training and/or Rehearsals dates prior to booked events and further agrees that such Training and/or Rehearsals are not paid for either milage or rehearsal time.
3. PERFORMER also agrees and understands that they do not have the option of refusing to participate in Training and/or Rehearsal times and may be "dropped" from the SHOW, with no further consideration to participate nor shall they be entitled to any compensation after their dismissal for shows in which they did not participate.
4. PERFORMER understands that he/she will not parcticpate in "paid" shows until they can execute their portion of the show with "movie industry proficiency" which shall be determined by the shows Director/Stunt Coordinator.
5. PERFORMER understands and agrees that "set up" and "strike" of the set is part of their job and further that this duty is included in the pay schedule and rate for the event at which they are participating.
6. PERFORMER understands and agrees that "pay rate" means the same pay as all other performers that participate in the same booked event, with no special and/or added compensation for "specialty" ability and/or routines.
7. PERFORMER understands and agrees that part of the performer's obligation includes being at the "set" on time and may result in penalty and reduction in pay for delay of a scheduled show and may be terminated for the cancelation of a scheduled show.

8. **PERFORMER understands and agrees that failure to arrive for "set up" and/or early departure from "strike" of the set may also result in penalty and reduction in pay.**
9. **PERFORMER understands and agrees that bringing their children to "work" while at a booked event is unacceptable, and this is not allowed. Should this occur because of no other choice, the performer shall be obligated to provide for their own room accomodation (at their own expense) and shall provide for supervision of the child at all times, in an area away from the show location, also at their own expense.**
10. **PERFORMER understands and agrees that bringing guests to the "set" backstage is not permitted. Guest shall remain on the outside of the rope flage dividers, with the exception being those times when audience is invited on to the set for photo ops with the cast, directly after a show performance.**

**IN CONSIDERATION for the above the SHOWS obligation to the PERFORMER and additional conditions and/or considerations shall be as follows;**

1. **Upon completion of Training and/or Rehearsals, providing performers proficiency warrants, the performer shall become a full paid member of the cast, at the same rate of pay for all other members of the cast, with the same obligation and duties as the other members.**
2. **Pay Rate and/or Pay Schedule shall either be a Day Rate or a Weekly Rate, determined by the type of event at which the SHOW is booked.**
3. **Pay checks are issued and/or mailed to the performers within 7 days from the close of the event and the deposit of the Event Payment (in the show bank account) and the clearing of the funds.**
4. **Each Performer is responsible to file their own individual tax forms and/or returns to declare added income derived from their performance in the shows done while with this group.**
5. **Milage to and from a scheduled event and/or overnight room accomodations shall be provided by the booking event where applicable. In the event of milage being paid, the rate shall be determined from the show primary location in New London, WI not from the performers residence. Performer is responsible for milage differance. When overnight lodging is provided it is double occupancy and the performer understands that they will be sharring the room with another performer. Guests, children, or non participating spouces are not included in room accomodation arrangements.**
6. **Performers are responsible for providing their own meals at events. This is not paid by the booking organization or the group.**
7. **Performers understand and agree that the very nature of the show, ie; doing movie stunts, presents and inherant risk in its execution, therefore, the performer is participating under their own "assumed risk". When at a booked event the performer is covered for injury arising from show performance under the booking organizations "general liability" policy.**
8. **Further, the performer agrees that no stunts will be rehersed or performed when not wearing the manditory minimum amount of protective clothing and/or padding.**

9. Any ammendmant to this agreement shall be done in writing and agreed to prior to its attachment to this document and thereby be made a part of this original agreement.

10. This agreement may be executed in several counter-parts providing that all counter-parts contain all of the required signatures.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2 \_\_\_\_\_

\_\_\_\_\_ date \_\_\_\_\_

JD Hennings (Director)

\_\_\_\_\_ date \_\_\_\_\_

(Performer)

\_\_\_\_\_ date \_\_\_\_\_

(Witness)