

SPARK PERFORMER AGREEMENT

This Performer Agreement (the "Agreement") is entered into between Bright Future Enterprises, LLC doing business as SPARK ("**SPARK**") and _____ ("**Performer**").

RECITALS

A. SPARK operates a performing group comprised of individual artists and desires to engage Performer to be a member of the performing group (the "**Group**"); and

B. Performer desires to participate in the Group and receiving the associated training and opportunities.

In consideration of the mutual covenants contained herein, SPARK and Performer agree as follows:

AGREEMENT

A. SPARK'S DUTIES

1. Training. SPARK will provide performance training to Performer through participation in the Group.

2. Performance Opportunities. SPARK will provide opportunities to the Group to make music videos and perform at various venues (the "**Performances**").

3. Calendar and Scheduling. SPARK will provide a Google calendar of Events (Events are defined below) and will use reasonable efforts to schedule performances or video shoots when all Group members can be present. All calendared events are final unless marked as tentative. Performer may blackout unscheduled dates on which he/she is not available. **Participation in or commitment to other performing groups or regular activities that limit a member's availability or flexibility is not allowed.**

B. PERFORMER'S DUTIES

1. Availability. Performer shall attend all of the following ("**Events**"), as may be scheduled from time to time by SPARK:

- a. Weekly rehearsals
- b. Video shoots
- c. Studio recording sessions
- d. Performances & firesides

2. Attendance at Performances, Video Shoots and Photo Shoots. Because of the time, effort and expenses required for performances and shoots, Performer agrees that failure to attend the performance or shoots agreed upon is cause for termination of this Agreement.

3. Attendance and Punctuality

- a. Performer understands and agrees that 100% attendance at every Event is mandatory. (Legitimate, out-of-town work or vacation absences excluded if Performer gives advance notice and is excused by Managing Director.)
- b. Performer understands and agrees to be on time to each Event. Punctuality is an indicator of one's professionalism and commitment.
- c. Explanation: It takes us longer to reach our goals when Performers are absent or when we start late (which wastes time and money). Be professional and courteous—everyone's time is valuable. (Come early—it gives everyone the chance to talk and catch up.)

4. Rehearsals
 - a. Performer acknowledges that rehearsals start promptly at 6:00 pm.
 - b. Performer understands that since the Group meets only 3+ hours a week, most of the personal preparation needs to happen outside of rehearsal.
 - c. Performer agrees to watch the weekly practice videos (and indicate when they have).
 - d. Performer will come completely prepared knowing their individual parts for every rehearsal.
 - e. Performer will help with clean up after each rehearsal.
 - f. Performer shall not leave a rehearsal until rehearsal ends. No exceptions.
5. Everyone Helps. Performer understands that everyone is responsible for the setting up and striking of equipment. This applies to rehearsals, shoots, and performances. Performer may also be asked to perform various other assignments to benefit the Group.
6. Communication
 - a. Performer agrees to DAILY check FB group messages BY THE END OF EACH DAY minimum. Performer agrees to respond the SAME DAY (or following morning before noon if a message was posted after 10:00 pm).
 - b. Performer also agrees to read and respond to texts and emails (these are usually sent to alert Performer to check FB messages).
 - c. Performer will listen attentively to announcements in rehearsal in order to keep informed of the group's schedule and items of concern.
 - d. Performer shall use the Google SPARK calendar to stay updated.
7. Wardrobe, Accessories, Hairstyle, Makeup
 - a. Performer agrees to buy or provide occasional wardrobe items requested by Managing Director.
 - b. Performer agrees to wear the specific, agreed-upon wardrobe items and accessories and to make sure they are clean and pressed (new-looking) for each Event (except rehearsals).
 - c. Performer shall agree to wear his/her hair in a clean, flattering style that is pre-approved by the Managing Director.
 - d. Female performers agree to wear the approved makeup style and color.
 - e. Changes or substitutions require advance approval. (Do not ask for changes on the day of performance.)
 - f. Explanation: Team image, quality control and professionalism are more important than individuality. Performer's individual cooperation is important to Team image.
8. Attitude Toward Group Leadership/Cooperation
 - a. During Events, Performer will follow the instructions of the Managing Director or anyone to whom she may delegate leadership authority.
 - b. Input from Performer is welcome and desired when offered ahead of time.
 - c. Performer agrees to express thoughts or ideas privately to the Managing Director (personally or through DM, text or email) especially if they oppose what the Group or Director has decided.
 - d. A performer's attitude affects the Group. If Performer is having a concern, please discuss it directly with the Managing Director.
9. No Pay. Performer acknowledges he/she will receive no pay or other compensation for the Events or music and video recordings and agrees to not accept money from any source on behalf of SPARK.
10. Personal Standard of Conduct. SPARK strives for a high level of professionalism. Performer acknowledges the missionary and public relations emphasis of SPARK and therefore agrees to excellent

personal conduct at all times. Performer will seek to be an example of Christian principles and clean living through word and deed (including his/her online presence). Performer agrees to high standards of dress and grooming when in public.

C. **TERM.** The term of this Agreement is two years and expires on _____ (the "Term"). Performer agrees to stay with the Group for the entire Term unless extraordinary circumstances arise that would create hardship to Performer. In the event such circumstance arises and Performer chooses to terminate this Agreement early, Performer shall provide SPARK as much notice as possible.

D. RELEASES

1. Images. All right, title and interest in and to Performer's images taken, recorded or derived at any Event by SPARK or its agents shall belong to SPARK. Performer releases any of the rights that he/she has or may have had in or to said Images. The term "Image" means Performer's photograph(s), likeness, voice, film footage, video recordings, audio recordings, testimonials and/or interviews, or any portion thereof. In connection herewith, SPARK may indefinitely use the Images royalty free for posting on social media and for advertising or promoting SPARK's products and services in any way.

2. Liability. Performer agrees to release and forever discharge SPARK and its members, staff, agents, and contractors (the "Released Parties") from any liabilities, claims, demands, and lawsuits arising out of or related to any Events, activities or the performance of any duties in this Agreement in which Performer participates. Performer agrees that this is a full and complete release of the Released Parties for all injuries or damages that Performer or his/her family may sustain as a result of participation in the foregoing, regardless of the specific cause thereof, unless such injury or damage is solely attributable to the negligence of any of the Released Parties.

E. **BREACH AND REMEDIES.** If Performer fails to perform any of his/her duties herein, SPARK may provide warnings and/or dismiss Performer from the Group and terminate this Agreement, at SPARK's sole discretion.

Agreed to on the ____ day of _____, 20____.

PERFORMER

_____ Date: _____
(signature)

SPARK

_____ Date: _____
By: Sherri Whitehead, Managing Director