

**WILD NIGHTS**  
**105 56<sup>th</sup> Avenue**  
**Greeley, Colorado 80634**  
**V-371-7573**  
**Email [morri@comcast.net](mailto:morri@comcast.net)**  
**wildnightsband.com**

## **PERFORMANCE AGREEMENT CONTRACT**

**THIS CONTRACT** is for the personal services of musicians, made this 22nd of January, 2025 by and between the undersigned purchaser (hereinafter called the "purchaser") and **Wild Nights Band** (hereinafter called the "employees")

WITNESSETH, That the purchaser hires the employees as musicians according to the terms and conditions below. The agent (representative) represents that the employees have agreed to be bound by said terms and conditions. The employees agree to render collectively to the purchaser services as musicians in the musical group under the leadership of Jim Morris.

Name and address of venue  
620 27<sup>th</sup> Street Road  
Garden City, Colorado

Date of employment August 23rd, 2025  
Hours of employment 10:00 am-12:00 pm  
Type of engagement Bootleggin' Days Festival

### **TERMS AND CONDITIONS**

#### **WAGE AGREED UPON IN U.S. DOLLARS**

**\$1000.00 DOLLARS (ONE THOUSAND DOLLARS)** to be paid immediately upon completion of performance. **MAKE CHECK PAYABLE TO Jim Morris**

**ELECTRICAL REQUIREMENTS:** Purchaser is to furnish at least two (2) 110-volts, 20 amp circuits to stage area for exclusive use of performers. Electricity shall be made available to performers at no cost to the performers.

**CANCELLATION CLAUSE:** It is understood that this contract is binding on all parties; it cannot be canceled except as follows: Purchaser and employees mutually agree that either party may cancel this contract and all parties shall be released from any liability upon thirty days written notification prior to the engagement. However, if employees are unable to fulfill the terms of this agreement due to an act of God, sickness, accident, means of transportation, riots, strikes, labor difficulties, epidemics, or any act or order of any public authority, or any other legitimate condition beyond their control, this agreement shall be deemed invalid.

**INCLEMENT WEATHER:** Notwithstanding anything contained herein, inclement weather shall not be deemed an act of God if the performance is to be held outside. Purchaser shall remain liable for payment of the entire contract amount even if the performance called for herein is prevented by such weather.

It is understood and agreed that the relationship of purchaser and employees does not constitute an employer-employee relationship, and that the employees are acting solely herein-under as an independent contractor.

Any additional provisions and any riders attached hereto shall be in writing and will become part of this contract and are deemed incorporated herein upon initialization by both parties.

This agreement is governed by the laws of the State of Colorado. Venue for all action pursuant to the terms of this contract shall be the County of Weld, Colorado. In the event of legal action, the prevailing party shall be entitled to payment of its costs, including but not limited to reasonable attorney fees.

Purchaser shall provide sound system, stage area and local advertising. Wild Nights will provide drums and musical instruments.

**AGREED TO AND ACCEPTED BY:**

James B. Morris  
Employee - Wild Nights Band-James B.  
Morris  
105 56<sup>th</sup> Avenue, Greeley, CO 80634  
Address

\_\_\_\_\_  
Date

**AGREED AND ACCEPTED BY:**

\_\_\_\_\_  
Purchaser (Representative)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date