



## **BAND PERFORMANCE CONTRACT**

This contract (the "Agreement") is made on this day of \_\_\_\_\_, between [\_\_\_\_\_] (the "Operator") and [\_\_\_\_\_ **FunkCake** \_\_\_\_\_] (the "Band") for the hiring of Band as independent contractors to perform (the "Show") for Operator at [\_\_\_\_\_] (the "Venue"), located at the address [\_\_\_\_\_].

It is agreed as follows:

**1. Place, date, and time of Show.** The parties agree that the times and place of the Shows will be the Venue, located at the address [\_\_\_\_\_] on the [\_\_\_] day of [\_\_\_\_\_] at [\_\_\_\_\_] AM/PM.

**2. Description of Show.** Shows will be a musical performance with musical content decided by Band. Show will last of a minimum of [\_\_\_\_\_] minutes. The Venue will be available for set-up and sound check at [\_\_\_\_\_]AM/PM. The Band will play [\_\_\_\_\_] set(s) on agreed upon date as follows:

SET	Start Time	End Time
Set 1		
Set 2		
Set 3		

If additional sets are needed they can be agreed upon at Band's discretion. ***For every 60 minutes of physical playing time a 20 minute break is required.***

**3. Payment.** Compensation for the Show will be [\_\_\_\_\_] dollars, payable by Check, Cash). A 50% deposit of Fee is due on the signing of this contract. This is a required condition for the

contract to proceed; if a 50% deposit of Fee is not tendered upon the signing of this contract, no further obligation for either party comes due. The remaining 50% of Fee is due immediately prior to Band's Show, but may be made earlier.

**Show Expenses.** Agreed upon by Band and Operator, the Operator will furnish at its sole cost and expense the ground transportation for the Band for all needs related to the Show. Agreed upon by Band and Operator, the Operator will provide at its sole cost and expense hotel accommodations for the Band for the duration of the Show. Agreed upon by Band and Operator, the Operator will provide at its sole cost and expense airline tickets for the Band to and from the Venue.

**Overtime Rate.** If and when agreeable to the Operator and the Band, the time of the Show may be extended at the hourly overtime rate of \$75/band member to be paid prior to the overtime period.

4. **Cancellation.** If full payment is not made by the time immediately prior to the Band's Show, Show may be cancelled by Band, and Operator may not seek any damages. Cancellation may be made by Operator before two days prior to the time of Show, in which case Operator's 50% deposit of Fee is non-refundable, but Operator will not have to pay the remaining 50% of Fee. If Show is cancelled within 2 days of Show, Operator must pay Band's full Fee. Band may cancel at any time prior to ticket sales by Operator, in which case Band must refund Fee in its entirety.

5. **Force Majeure.** In the event Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of Band, the 50% deposit of Fee is non-refundable, but no other portion of Fee is due, and the parties may negotiate a substitute Show on the same terms as this Agreement save for the time of Show, with no further deposit of Fee due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.

6. **Band Guest Tickets.** In the event of ticket sales, Operator will make available to Band six complimentary tickets to Show for Band to use at Band's sole discretion.

7. **Food and Drink.** Operator will provide Band with meals or cash buyout (at \$20/person). Operator will also provide Band with water at all times.

8. **Parking.** Operator will secure sufficient parking for Band within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the show and lasting until 1 hour after the show.

9. **Sound Systems Check.** A sound check conducted by Band of Venue's sound system is required, at a time to be mutually arranged between Band and Operator.

**Power.** The Operator will be responsible for providing suitable power and electricity for the Show.

10. **Merchandising.** At Band's discretion, Band shall have the sole right to display and sell merchandise at the Venue and retain 100% of the proceeds there from. Operator will insure that

there is no concession fee assigned to the Band. Operator will supply a primary and visible location for sale.

**11. Promotion.** Operator shall be entitled to advertise and promote the appearance of the Band and the Performance. Band acknowledges that Operator will rely on the terms hereof in all such promotions and advertising and in the brochures to be printed setting forth the names, dates and times of all performances to be held at the event. Band hereby acknowledges and agrees that Operator may use their name, photographs, likeness, facsimile signature and any other promotional materials in all of such promotions, advertising or other activities used to increase attendance at the Performance. Promotional items will be available upon request.

**12. Security, Health, and Safety.** Operator warrants that Venue will be of sufficient size to safely conduct Show, that Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary. Operator maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims.

**Permits.** The Operator warrants and represents that it has obtained any and all permits, approvals, licenses and variances necessary for the Show.

**13. Indemnification.** Operator indemnifies and holds Band harmless for any claims of property damage or bodily injury caused by Show attendees. The Band will be compensated by the Operator for any and all damage done to the Band's equipment by the Operator, its agents, guests, or force majeure. The Band is responsible only for its own conduct.

**14. Arbitration settles disputes.** All claims or disputes by either party from or under this Agreement will be submitted to arbitration. Any court that would otherwise have had jurisdiction over the dispute will enforce both settlement by the Arbitration Service and any arbitration award. Parties will be their own costs, save that any fee charged by Arbitration Service to submit the case to Arbitration Service may be recovered from the other party in a arbitration award.

**15. Severability.** If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

**16. Interpretation.** Agreement will be interpreted according to the laws of The United States of America.

**17. Riders.** Nothing in Agreement shall prevent any rider from being added to Agreement that is favorable to Band, as judged by Band. All riders must be in writing and signed by the party against whom enforcement is sought.

**18. Notes.**

The below-signed Band Representative warrants s/he has authority to enforceably sign this agreement for Band in its entirety. The below signed Operator's Representative warrants s/he has authority to bind Operator and Venue (above). Facsimile signatures are binding and are considered to be original signatures.

Signature of Band Representative: \_\_\_\_\_

Band's Representative typed name and title: \_\_\_\_\_

Band's typed name: \_\_\_\_\_

Operator's Representative Signature: \_\_\_\_\_

Operator's Representative typed name and title: \_\_\_\_\_