

[Band Name]

LIVE MUSIC PERFORMANCE CONTRACT

Customer: _____

Customer contact person name and telephone: _____

Performance Location: _____

Performance Date: _____

Performance Start Time: _____ End Time: _____

Performance Fee: \$ _____ Circle one: [Indoors][Outdoors]

Band Obligations

1. Band agrees to provide a **[describe band – e.g., “four-piece jazz combo”]**, playing **[describe type of music, e.g., “1970s and 1980s dance music” or “songs from the set list attached to this contract”]**, beginning at the start time and ending at the end time shown above. Band will be entitled to breaks beginning after the first **[insert length of time before first break]** of performance, one break per each **[insert length of time between breaks]** of performance time, each no more than **[insert length of breaks]** minutes in length.

[Alternate option:]

1. Band agrees to provide a **[describe band – e.g., “three-piece thrash-polka combo”]**, playing **[describe type of music, e.g., “1970s and 1980s dance music” or “songs from the set list attached to this contract”]**, for a four-hour show, with three breaks of a reasonable length during the show.

2. Band will provide all required musical, lighting and sound-reinforcement equipment, and will operate all equipment, at no additional cost to Customer.

[Alternate option:]

2. Band will provide all instruments and on-stage amplifiers required for the performance of music, but Customer will provide all required sound-reinforcement and PA equipment, including stage monitors, and including an operator for all such equipment, at Customer's sole expense. Customer will provide all required lighting equipment, and an operator for all lighting equipment, at Customer's sole expense. Band will not be in breach of this Contract for failure to perform if Customer-provided lighting or sound equipment fails to work properly, or if Customer's equipment operator fails to set up or operate lighting or sound equipment properly.

3. If Customer specifies (by inserting a time into the blank), Band agrees that equipment set-up and sound checks will be completed by _____ am/pm on the day of performance, provided at least two hours are available prior to that time for equipment load-in, set-up and sound check.

4. Band will stop performing promptly at the End Time stated above. Band may continue performing after the End Time in its sole discretion, but only if payment in full of the Performance Fee is made beforehand, and a fee for the additional performance time is agreed upon by Band and Customer and is paid in advance.

5. Band will be allowed to load out its equipment and to leave promptly upon completion of the performance. Band will make all reasonable efforts not to be disruptive, if Customer's function has not yet concluded.

Customer Obligations

6. Customer agrees to pay Band a Deposit of \$**[insert amount of deposit]**, upon the signing of this Contract. The Deposit will be refundable only if Band breaches this Contract. The Deposit will be credited to the Performance Fee stated in the next section.

7. Customer agrees to pay Band a total Performance Fee of \$**[insert total fee for show]** for the performance, payable in full immediately upon completion of the show. Payee is **[name of band, if a corporation or LLC][name of individual who handles money, if the band is not a corp or LLC]**, taxpayer ID number is **[TIN of band if a corp or LLC][Social Security number of individual if not a corp or LLC]**.

8. Customer will provide a performance area that is at least **[insert required stage size, e.g., "12 x 24 feet"]** in area, with access to at least two 20-amp, fully grounded electrical circuits no more than 25 feet from the stage. The circuits should not be shared by any refrigeration equipment or neon lighting, and Band will not be responsible for noise problems caused by such other equipment sharing the circuits. If the performance area is outdoors, all circuits must be protected by GFCIs. The performance area must be dry, solid, level, flat and stable.

9. If the performance is outdoors, Customer is responsible, at Customer's expense, for protecting the performance area and the Band's equipment and instruments from the elements. The performance area must be fully covered, shaded from the sun, and adequately protected from rain, including rain driven by wind; or there must be adequate shelter near enough to the performance area and easily accessible enough to allow quick movement of the Band's equipment and instruments to shelter if weather conditions threaten.

10. Customer will allow Band and Band's assistants access to the performance area for equipment set-up and sound check no later than two hours before performance start time, or two hours before the time specified by Customer in section 3.

Cancellations

11. Because band members have to book their engagements in advance, a cancellation will mean lost income for that date. Therefore, this Contract cannot be canceled by the Customer, without the written agreement of Band. If Customer cancels, payment of the Performance Fee in full will still be due.

[Alternate option:]

11. Because band members have to book their engagements long in advance, a cancellation will mean lost income for that date. Therefore, this Contract cannot be canceled by the Customer after the date **[insert number of days]** days before the Performance Date, without the written agreement of Band. If Customer cancels before that time, the Deposit will not be refunded, but payment of the Performance Fee will not be due. If Customer cancels after that time, payment of the full Performance Fee will still be due.

12. Band reserves the right to cancel the performance, or to delay the performance for a sufficient time to correct problems, if, in its sole discretion, the performance area is inadequate or dangerous, if weather conditions make performance dangerous or damaging to equipment and Customer has not provided adequate shelter, or if Customer has otherwise failed to meet the terms of this Contract.

13. If cancellation or delay of performance by Band is due to Customer's failure to meet the terms of this Contract, including failure to provide adequate protection from weather conditions, then payment of the Performance Fee in full will still be due.

14. If cancellation is due to Band's failure to meet the terms of this Contract, then the Performance Fee will not be due, and Band will refund the Deposit to Customer. If cancellation is due to Band's failure to meet the terms of this Contract for unforeseeable reasons beyond the Band's control, then refund of the Deposit will be the Customer's sole remedy, and Band will not be liable for any direct, indirect, consequential or incidental damages.

15. It is Customer's responsibility to be aware of, and to comply with, all local ordinances and neighborhood or condominium rules concerning noise or light. If the performance is cancelled or shortened due to neighbor complaints or police order, payment in full of the Performance Fee will still be due.

Miscellaneous

16. Band reserves the right to select the music that will be performed, but selection will be done only from the song list provided to Customer before the signing of this Contract, or from songs that are similar in character to the songs on the song list, in Band's discretion.

17. Band will try to accommodate song requests to the extent possible, but Band may refuse any song request, in Band's discretion, and Band will not be in breach of this Contract by refusing to perform requested songs.

18. Band will allow individuals designated in advance by Customer to have access to one vocal microphone for announcements, but Band may refuse to allow anyone, including designated individuals, access to microphones if they fail to respect the equipment or behave inappropriately, in the Band's discretion.

19. Band may refuse to allow individuals on-stage during the performance, in Band's sole discretion. Allowing one or more individuals to join the Band on-stage during the performance does not waive the Band's right to refuse any other individuals to come on-stage.

Band:

By _____, Authorized Agent

Date: _____

Acknowledge receipt of Deposit: _____ [initials]

Customer:

By _____, Authorized Agent

Date: _____

[Band Name] Contact: [insert band contact information]