

## Notes on Band Contract

The contract is a basic form that can be used as-is (with the indicated insertions), or it can be adapted by you to your specific needs. Following are some notes to help you understand some of the legal concepts used in the contract, which I hope will make adaptation easier.

As a general thing, a written contract serves two purposes: One, it gets all the issues out on the table **before** it's signed, so the parties know that they understand each other and there won't be any surprises down the road. Two, it gives a solid basis for a successful lawsuit if there are unpleasant surprises down the road.

Of course, you can't go into detail about every single possible problem that might come up, you should only stick to the most important issues, the ones that are most likely to cause problems if not understood from the beginning. This contract covers those points.

Where there are alternate options, include one and delete the other. Anywhere there are **[bold brackets]**, you must insert your own information.

### Customer and Performance Information:

This is self-explanatory, but I have to stress the importance of getting the right parties identified. If you have to sue someone for payment down the road, you have to be sure your contract is between you and the party that's expected to pay. The customer might be an individual, it might be a corporation, it might be partnership or LLC – but it's not “Neighborhood Block Party,” for example. If the bar you're playing is called “Joe's Tavern” but the actual legal entity is “Joseph Holding Company LLC,” then your contract should show “Joseph Holding Company LLC.” Take the time to find out who the actual legal entity is, this is extremely important.

On the same note, your band might be a partnership, LLC, corporation, or just a joint venture among a bunch of independent musicians, but remember, whoever signs it is legally responsible for it! If the band is not a corporation or LLC, then have **every** member sign it. If it's a corporation or LLC, then be sure that you sign it as an agent of the corporation or LLC, and not as an individual – e.g., “Corey Benson, President, Low-End Rumble LLC,” not just “Corey Benson.” If you just sign your name, with no representative capacity indicated, then **you** are the liable party, period.

### Section 1:

There are two options: One with specific starting and ending times, and specific break times and lengths; and one that simply says you're going to do a show of a certain length and you're going to take a reasonable number of breaks. The second option covers most situations.

It's important to say what kind of a band you have and what kind of music you're going to play. If you're not going to play the Chicken Dance, for example, under any circumstances, then the customer should know that right up front. Give them a set list, tell them you're going to play off of that list. Sections 16 and 17 talk about this issue, too.

## **Section 2:**

Two options, here, too. Many, maybe most, gigging bands take their own PA, or hire a sound contractor at their own expense. The first option covers that situation. The second tries to cover venues that have their own PA and operator. Those venues may have their own contracts. The level of equipment among venues varies, too, so this section may need customization for jobs in those venues. The important thing to remember from the band's point of view is that you want the customer to know what you'll bring and what you won't bring, so you'll still be entitled to your pay if you show up with all the equipment you said you'd bring, but the venue owner didn't provide some crucial pieces. Get it all out in the open at the time the contract is signed.

## **Section 3:**

Is self-explanatory.

## **Section 4:**

We'll call this the John Shaughnessy Clause. If you're going to play past the ending time, you're going to get paid for the additional time.

## **Section 5:**

This lets you leave when you're done playing, and not be told you have to stay for another two hours while a power-point presentation drones on and on.

## **Section 6:**

The deposit is only refundable if the band fails to perform, for **any** reason. It's a part of the total fee, so the amount due on the completion of the show is less this amount. Make your deposit sizable enough to act as a real deterrent to cancellation by the customer.

## **Section 7:**

This is where the total fee is stated. Most corporate customers will (and all **should**) want a taxpayer-ID number, to send you a 1099. If you collect the pay as an individual and then pay the other members of your band (which is probably the most-common situation), then remember at tax time that to deduct those payments to your bandmates from your income, you'd better have sent your bandmates 1099s for their payments. This is an entire topic of its own, we can't get into that here – but make sure the payee information on the contract corresponds with the actual way you handle money within your band.

## **Sections 8, 9 and 10:**

Are self-explanatory. Customers need to understand from the outset that if you are playing outdoors, you're not going to put thousands of dollars worth of gear at risk from weather, or have to stand in 100-degree sunshine for four hours straight. It's got to be their responsibility to give you a protected place to play.

## **Section 11:**

Two options: One is a simple no-cancel rule; the second is a cancellation-allowed-until-a-certain-date-but-you-forfeit-your-deposit rule. If you book your gigs a long time in advance, the second option is preferred – be sure to set the amount of your deposit with the fact that it is a cancellation penalty in mind. If you book on short notice, then you should use the first.

## **Sections 12 through 15:**

What happens if the show is cancelled? If the customer cancels, or the show can't be done because the customer didn't do something he was supposed to, then you still get paid. If the band cancels, then the band doesn't get paid.

If the band cancels for reasons beyond its control, then there's a limitation of liability and all the band is on the hook for is a refund of fees paid. If the band cancels without a good reason, then it will be subject to liabilities caused by the breach.

## **Sections 16 through 19:**

Should be self-explanatory.

## **Signatures:**

Make sure the person signing the contract actually has the authority to sign on behalf of the customer, if the customer is a corporation or LLC. Make sure they write their title below their signature.

## **Other Considerations:**

The idea of this project is to provide a basic contract for the typical, local gigging band. It doesn't address topics that concern touring bands, for example, such as accommodations, food, etc. We tried to keep this simple.

There's no reference to insurance in the contract, but you should consider having public-liability insurance for your band. If a speaker on a stand falls and hits someone, you will be liable, and if your band is not an LLC or corporation, you as an individual will be on the hook for damages. Check out liability insurance. The contract doesn't require the customer to have insurance, either, because we're trying to keep it simple and unintimidating. It's a good idea to ask the customer about their liability-insurance coverage, and even to see a "dec" page from their policy so you can verify that there is a policy in effect.

Copyright matters, royalty or license-fee payments, etc. are not dealt with. In the vast majority of situations, that's the venue owner's problem, not the band's. No need to clog up the contract with that.

## **Disclaimer:**

This contract is provided free of charge for your download and use. It's intended as a basic, usable form, but it's a one-size-fits-all thing and I cannot tell you that this contract will address your every need – consult with your own lawyer or advisor before using the contract, and yes, I have to say it – use it at your own risk. Consult with a CPA concerning any tax issues pertinent to your band's situation.

**Finally:**

This will be an ongoing project, subject to refinement and improvement. Please comment on it, or ask questions about it, in [alt.guitar.bass](#).

Thank you to everyone who took the time to contribute insights and advice.