

## MUSICAL SERVICES PERFORMANCE CONTRACT

This contract (the "Agreement") is made on this \_\_\_ day of \_\_\_\_\_, 2019, between \_\_\_\_\_ (hereinafter, the "Client") and **Nathan C. Davis** (hereinafter, the "Band") for the hiring of Band as independent contractor(s) to perform live music (the "Show") for Client at their residence or location of choosing (the "Venue"), located at \_\_\_\_\_.

It is agreed as follows:

1. **Place, date, and time of Show.** The parties agree that the time and place of Show will be at the Venue, located at the address listed above, on the \_\_\_ day of \_\_\_\_\_, 2019, beginning at \_\_\_ pm.
2. **Description of Show.** The Show will be a musical performance with musical content decided by Band. Show will last of a minimum of \_\_\_\_\_ minutes (\_\_\_ hours).
3. **Performance of Services.** Band shall arrive at least one (1) hour before the starting time to set up and conduct a sound check. Band will supply premier sound equipment and instrumentation and shall ensure optimum sound blend and reproduction for the venue size and space. Band shall perform music to suit the mood of the event and shall be performed with no more than two (2) set breaks in the scheduled time frame. Client shall provide access to a power source (110v) and restroom facilities as needed.
4. **Payment.** Compensation for the Show will be \$\_\_\_ dollars per hour, with a requested minimum of \_\_\_ hours, totaling \$\_\_\_\_.00, payable by cashier's check, cash, or other verified funds (collectively, the "Fee"). A 50% deposit of Fee may be due upon signing of this contract, depending on preliminary discussions. If a deposit is agreed to, this is a required condition for the contract to proceed. If a 50% deposit of Fee is required and not tendered upon the signing of this contract, no further obligation for either party comes due. The remaining 50% of Fee is due on the date of the Band's Show, but may be made earlier. If no deposit is due, 100% of Fee is due on or before the date of Show.

Additional time may be requested and further services provided as a result on the day of the Show. Additional performance time above and beyond the above minimum will be billed at the above-listed rates unless otherwise agreed to in person on the day of the Show.

5. **Cancellation.** Cancellation may be made by Client before one (1) weeks' time prior to the date of Show, in which case 50% of Client's total Fee is due and non-refundable. If Show is cancelled within three (3) days of Show, Client must tender 100% of Band's full Fee. Band may cancel at any time prior to Show, in which case Band must refund all previously-tendered Fee payments.
6. **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, a 50% payment of Fee is due and 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/date of Show. In such event, a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform or host because of force majeure.
7. **Parking.** Client will provide sufficient parking or loading zone for Band within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the show and lasting until 1.5 hours after the show.

8. **Sound Systems Check.** A sound check conducted by Band is required, prior to commencement of Show, at a time to be mutually arranged between Band and Client.

9. **Security, Health, and Safety.** Client 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. Client maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims.

10. **Dispute Resolution.** Band and Client will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If any disputes are not resolved by negotiation, the parties agree that all claims or disputes by either party from or under this Agreement will then be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties agree to then proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

11. **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.

12. **Interpretation.** Agreement will be interpreted according to the laws of North Carolina. This Agreement is effective as of the date first written above.

The below-signed Band Representative warrants s/he has authority to enforceably sign this agreement for Band in its entirety. The below signed Client's Representative warrants s/he has authority to bind Client and Venue (above).

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

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

Client Representative's Signature: \_\_\_\_\_

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