

## MUSICAL BAND BOOKING AGREEMENT

THIS CONTRACT, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2011, is for the services of the performing musical duo, a local act in Naples, FL in good standing, known as Loathing Self-Praise, herein referred to as the "Performer" or "Musicians", and \_\_\_\_\_ of \_\_\_\_\_, FL, an herein referred to as the "Employer", for the performance described below. The undersigned Employer and the undersigned Musicians agree and contract as follows:

1. NAME OF MUSICIANS/BAND: Loathing Self-Praise
2. MUSICIANS AND INSTRUMENTS: Singers, guitars, bass, drums (four performers)
3. NAME AND ADDRESS OF PLACE OF PERFORMANCE: \_\_\_\_\_
4. DATE(S) AND TIME(S) OF PERFORMANCE(S): \_\_\_\_\_

Breaks will be no more than 15 minutes per hour.  
Extra hours are available for \$160/hour

Performer cannot be responsible for breaks in the music due to city ordinances, disturbances or acts of God.

5. GUARANTEED WAGE AGREED UPON: \$480.00
6. PAYMENT SCHEDULE: NON-REFUNDABLE DEPOSIT PAYMENT OF \$280.00 TO BE MADE IN U.S. CURRENCY OR CHECK BY \_\_\_\_\_  
FINAL PAYMENT OF \$200.00 TO BE MADE IN U.S. CURRENCY OR CHECK BY END OF PERFORMANCE

7. PERFORMANCE/SHOWMANSHIP: Musicians agree to maintain a professional attitude throughout the performances.
8. SUBSTITUTION/CANCELLATION: In the event that Musicians cannot perform, a substitution for the same compensation will be provided. Substitute act will be comparable in quality, showmanship and local recognition to the Musicians. Musicians agree to make every reasonable effort to perform starting at above stated time on above stated date. In the event that Musicians cannot perform due to emergency, illness or act of God, Musicians are only liable for the compensation for that day's performance and will incur no other liability whatsoever. Employer understands that musical acts can go through personnel changes from time to time. Musicians understand that any new personnel will be of professional attitude and will provide quality entertainment. Musicians understand this contract is for no more or less than FOUR (4) musicians on the stage.

This contract constitutes a complete and binding agreement between the Employer and the Musicians.

In case of breach of this contract by Employer, the Employer agrees to pay the amount stated in Section 6 as mitigated damages, plus reasonable attorney's fees, court costs, and legal interest.

The persons signing for Employer and the Musician(s) agree to be personally, jointly and severally liable for the terms of this contract.

This contract may be terminated by either party by providing ten (10) days notice to the other party in writing.

\_\_\_\_\_  
for Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
for Musicians

\_\_\_\_\_  
Date