

Band Performance Contract

This contract (the "Agreement") is made on this day of ____/____/____ between _____
(the "Operator") and (the "Band") for the hiring of Band as independent contractors to perform (the "Show") for
Operator at _____ (the "Venue"), located at the address:

Venue	Address	City/State	Zip
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Contact	Phone	E-Mail
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Operator and/or Venue Contact Information. No other communication is permitted unless stated by Operator or Band.

It is agreed as follows (N/A=Not Applicable):

- 1. Place, date, and time of Show.** The parties agree that the time and place of Show will be at the Venue, on ____/____/____ at (Time am/pm) _____.
- 2. Description of Show.** Show will be a musical performance with musical content decided by Band. Show will last of a minimum of ≈ _____ minutes and consist of ____ sets of musical performance. Breaks between sets will be ≈ _____ minutes.
- 3. Show Equipment:** The Band shall provide *Sound System____ **Lights____ ***Backline Equipment____ to fulfill Section 2 of this contract _____. The Operator shall provide Sound System/Lights to fulfill Section 2 of this contract _____. The Operator shall provide Backline equipment to fulfill Section 2 of this contract _____.

NOTE: *A comparable Sound System, Lights, and/or Backline Equipment may be provided by Operator, but only after agreement with the Band Representative or Band Designee.*

* Sound System: 1-QSC Touchmix 30 PRO mixing console, 6-18" QSC Powered Subwoofers, 4-QSC Powered Full-Range Speakers, 2-12" QSC/Mackie Stage Monitors, and all associated ¹support equipment (wires, stands, etc..).

**Lights: 2-Crank-style light stands, 1-Back Light Truss with 5-DMX controlled lights and 2-Spotlights (if needed), 6-Floor Lights, and 1-Black Back Drop with Band Banner attached to back light truss or other appropriate area such as a wall or other structure.

***Backline: Band personal gear including, but not limited to; 6-piece drum set on drum rack, Bass amp, 2-Guitar amps, 2-Keyboard stands with Keyboards, and 1-mixer stand and ¹support equipment.

Configurations of the Sound System, Lights, and Backline may differ from this proclaimed section depending on Availability, Venue/Stage size or placement of Band. A separate rider will be attached if Operator is providing Backline equipment.

4. **Load In/Load Out Time/Set-Up/Sound Check.** The Operator is required to provide unobstructed access to the Venue's stage for the Band. The Band will be afforded time to set-up the sound system/lights/backline equipment at _____ a.m./p.m. The typical set-up time is 2 hours and includes a 15 to 20-minute sound check at performance volume. This set-up time may be extended if there is a multi-level stage, elevators/stairs to stage, or an extensively long route to the stage.
5. **Payment.** Compensation for the Show will be _____ dollars (U.S.), payable by Cash, Check, or Money Order (together being the "Fee"). 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. Checks are made payable to Band representative (see last page) or Band Designee for the date of the show and provided prior to performance. 1099's will not be accepted.
6. **Band Guest Tickets/Cover Charge.** Operator will make available to Band _____ complimentary tickets to Show for Band to use at Band's sole discretion. There will be no cover charge/entry fee for each of the Band member's wives or guest.
7. **Food and Drink.** Operator will provide, at no charge, Band with _____ meals and _____ case(s) of bottled water.
8. **Parking.** Operator will secure sufficient parking for Band's two equipment trailers and up to six parking spots for the band within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the show and lasting a minimum 2 hours after the show. Band may leave trailers at Venue if setting up earlier than Show performance start time (Refer to Section 4).
9. **Cancellation.** If full payment is not made by the time immediately prior to 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, by the Operator or Venue, Operator must pay Band's full Fee. Band may cancel at any time prior to Show, in which case Band must refund 50% Deposit Fee in its entirety, if deposit was paid to Band.

10. **Force Majeure.** In the event Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature (Rain, Lightning, etc.), Operator executive decision to not let Band perform as agreed, 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.
11. **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. In the case of "Water and Electrical damage" (rain, lightning, faulty water piping/wiring, leaking roof or covering), or other severe weather damaging or otherwise rendering useless, any Band equipment, The Band will be compensated, full retail price, by the Operator or Venue for any damage to Band equipment resulting from water, wind, or lightning damage. An agreed price for replacement of damaged Band equipment may be paid to Band representative at time of damage or within 48 hours after the event by Cash or Certified Check.
12. **Indemnification.** Operator indemnifies and holds Band harmless for any claims of property damage or bodily injury caused by Show attendees.
13. **Arbitration settles disputes.** All claims or disputes by either party from or under this Agreement will be submitted to arbitration using a local attorney decided by the Band. 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 an arbitration award.

14. **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.

15. **Interpretation.** Agreement will be interpreted according to the laws of the State of Florida.

16. **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. *See attached Rider, if applicable.*

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

Signature of Band Representative

Band Representative Printed Name

BORDERLINE

Band (Rick Downing, George Gurganus, Chris Childress, Richard Silva, Ty Lainhart, Steve Buhler)

Operator's Representative Signature

Operator's Representative Printed Name and Title

Signature of Band Designee

Band Designee Printed Name