

2016 Society Jazz: Live Performance Contract

This CONTRACT made and entered on _____ by and between Society Jazz, managed by Glenn Novack, party(ies) of the first part, hereinafter called Artist(s) and _____ the second part, hereinafter called Buyer. WITNESSETH: That for the personal services of the artist(s) and subject to the terms and conditions hereinafter set forth, Buyer contracts said Artist(s) and said Artist(s) hereby accepts said engagement.

The purpose, terms and conditions of the Contract are as follows:

Event Name: _____ Date and Time of Performance: _____

Event location: _____

Total Fee agreed upon: _____ BUYER AGREES to make payments as follows: 50% due _____ to secure date and contract musicians.

The final balance is to be paid one week prior to the event date or _____.

Checks Payable to: Glenn Novack 333 Old Mill Rd. #23 Santa Barbara, CA 93110

The services of Society Jazz will be as follows: We will provide all of the equipment necessary which includes all instruments and all sound system requirements. Musicians will be dressed in appropriate attire for the event and location.

1. PERFORMANCE SPACE Client shall be responsible for providing the performance area. Minimum dimensions shall be ___ feet deep by ___ feet wide.
2. ELECTRICAL Client must ensure proper electrical access and capacity. The band cannot be held responsible for power interruptions. In the event a power outage prevents all or part of a performance, no payment shall be reimbursed to Client.
3. EVENT INSURANCE Where applicable, client is to cover Society Jazz under their event policy as additional insured. If separate insurance is required for this event, it will be considered a billable expense of \$150.
4. PHYSICAL FACILITIES Client shall be responsible for ensuring that the physical facilities provided for Artist's performance are adequately heated and/or cooled, well lighted, protected from the elements and include adequate and convenient electrical supply needed to support the bands equipment. To be discussed in detail as cold and heat affect both play and instruments.
5. MUSIC SELECTION : Style of music to be played are jazz standards from the 20's to 50's with style influenced by Frank Sinatra, Tony Bennett, Michael Buble etc. Performance of Artist. Artist shall provide a musical performance consisting of a program of Artist's standard musical repertoire.
6. BAND PERSONNEL: Our band will include the following 4 musicians: 1 keyboard player, 1 drummer, 1 upright bassist and 1 male vocalist. The band leader has sole discretion for the initial hiring and replacement if needed of all key band personnel with mutual agreement by both parties.
7. BAND BREAKS: The band typically takes 10 minute breaks on every set. A dinner break (approximately 20-30 minutes) during the main course and/or shorter breaks (10 minutes) each set. These breaks may vary in occurrence and/or duration due to unforeseen circumstances at the function or due to instructions from the event coordinator at the event venue. Appropriate pre-recorded music shall be provided during the band breaks. Vendor meals provided for the band members can be the same as served to all vendors.

8. OVERTIME: If and when agreeable to the client and the contracted entertainment, the time of engagement may be extended at the rack rate rate of ___ per hour, to be paid prior to the overtime period.

9. CANCELLATION of the engagement by the client for any reason shall forfeit the deposit. Cancellation of the engagement by the client WITHIN 90 DAYS of the date of engagement shall also require payment of the balance to the act, unless the same act is rebooked by the client for an open date within 30 days of the cancelled date. Payment of the balance will **not** be required if the act obtains a suitable substitute booking elsewhere, or if cancellation is due to a verifiable death in the immediate family of the client. Cancellation by the client due to a major storm that is in progress on the date of engagement must be received no later than 12 noon on the date of the engagement. A client cancelling their engagement by telephone must also verify that cancellation in writing.

10. If, due to death, sudden incapacitating illness, accident or other unforeseeable circumstances and/or acts of God, the act is unable to perform as contracted, every effort will be made by the band (if so notified and if time & circumstances permit) to provide a substitute act (subject to approval by the client) to perform in place of the cancelling act, at the same fee & terms. If no acceptable substitute act can be found, the band will refund the deposit and any and all payments made by the client. Upon such refund, this contract shall become null & void, and the client shall have no further legal recourse against the band. If the act is late starting due to unavoidable detention (traffic, weather etc.) the client has the option to add that amount of time to the end of the function at no additional charge or to deduct a pro-rated refund from the balance due to the act at the function.

Arbitration. Any and all disputes that may arise between Client and Artist regarding the terms of this Agreement shall be submitted to final and binding arbitration in accordance with Sections 1280 through 1294.2 of the California Code of Civil Procedure. The arbitrator's award shall be final and binding on the parties and judgment may be entered upon it by a court of competent jurisdiction.

Artist's Name (printed): Glenn
Novack _____ Signature _____ Date _____

Client Name
(printed): _____ Signature _____ Date _____
