

THE TROUBADOURS BAND

www.TheTruBand.com

PERFORMANCE CONTRACT

This is a performance agreement between _____ located at _____ hereinafter referred to as, **Client**, and **The Troubadours**, hereinafter referred to as, **Band**.

On _____, **Band** shall perform as a _____ at the _____ located at _____ and provide **Client** with _____ hours of musical entertainment between the hours of _____. In consideration for providing entertainment, **Client** agrees to pay **Band** the sum of _____. In order to guarantee **Band's** availability, a non-refundable reservation fee in the amount of _____ shall be due NO LATER than _____ and applied towards the balance due. The balance of _____ shall be due NO LATER than _____.

Performance Schedule: **Band** shall play _____ sets of music with a maximum of _____ breaks between each set. The duration and precise time of each break shall be determined by **Client's** itinerary.

Overtime: In the event that **Client** should request overtime, and **Band** is available to comply, the fee for said overtime shall be calculated at a rate of _____ per hour or any portion of an hour thereof. Payment shall be due immediately upon services rendered.

Undertime: Any reduction in performance schedule shall not affect the total value of the contract, unless said reduction is directly caused by **Band**.

Band shall provide the following:

- A professional sound system.
- A professional lighting system.
- _____ musicians/vocalists.
- **1** lead vocalist/MC/bandleader.
- Cds to be played through sound system during breaks unless otherwise provided by **Client**.
- A microphone for **Client** to use as needed for announcements and toasts.

Client promises to provide the following:

- A level riser, stage, or area of _____' wide x _____' deep with 1 power drop – 2 (20) amp circuits for sound amplification and lighting. Power must be at the stage.
- A riser/stage for poolside events.
- A hot meal and soft drinks for each band member and sound man.
- Covering for outdoor event.
- Heaters for evening outdoor event.
- A designated break area.
- On-site parking.

Set up: **Band** shall arrive approximately 2 hours prior to scheduled performance time. **Client** shall ensure that performance area is ready for set up and accessible to the band no later than 2 hours prior to scheduled performance time.

Int. _____

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Substitutions: **Band** may substitute musicians/vocalists without notice in order to allow the performance to proceed.

Permits: If **Band** is performing at a private residence, **Client** shall secure all required permits and **Client** shall be financially responsible for any fines levied as a result of ordinances violated pertaining to **Band's** performance.

Responsibility: **Client** shall be financially responsible to **Band** for any malicious mischief, vandalism, theft, and damages to **Band** members and **Band** equipment which are caused by **Client** and/or **Client's** guests.

CANCELLATION POLICY: Cancellation of this agreement must be in writing.

Should **Client** cancel, the full value of this contract agreement is due and payable upon cancellation. **Band** shall exercise reasonable efforts to mitigate by accepting comparable work in the alternative. Should **Band** succeed to mitigate, **Client** shall only be liable for the difference, if any, of monetary losses to the **Band** as a result of **Client's** cancellation.

Band's performance is subject to the occurrence of accidents, strikes, epidemics, power outages, Acts of God, or other legitimate conditions beyond **Band's** control. Should such an event cause **Band's** performance to be cancelled or should **Band** cancel performance for any other reason, **Band** shall refund **Client's** deposit. Damages to **Client** as a result of **Band's** failure to perform shall be limited to the deposit amount. Should **Band** and **Client** mutually agree to postpone performance, **Client** may have the option of applying deposit to the date of the rescheduled performance.

Modifications: Any modifications to this agreement made after execution of the same must be made in writing and signed by both **Client's** and **Band's** representatives.

Collection: Should **Band** be required to collect any delinquent payment, **Client** agrees to pay a late fee equal to 10% of the total contract price and any collection costs, including attorney's fees, if any.

Venue: **Band** and **Client** hereby stipulate to venue within the County of San Diego, California. Therefore, any litigation shall be filed in a court of law within the County of San Diego, California.

_____ (on behalf of **Client**)

Date

_____ (on behalf of **Band**)

Robyn C. Groen

Date