

PERFORMANCE CONTRACT

THIS CONTRACT is made this day of _____ by and between Bad Cactus Brass Band hereinafter called the Artist and _____ hereinafter called the Client. This contract for Artist's personal services on this engagement described below shall consist of all provisions in this contract, and any attachments.

1. What / Where

Date(s) of event:

Name of event:

Name of venue / client:

Address of venue:

2. When

Load In Time:

Sound Check Time:

Advertised Start Time of Event:

Actual Set Time(s):

3. How much

Fee Guarantee:

Hospitality (i.e. Food, Rooms):

Payment can be accepted via cash, check, Venmo, or Paypal. Paypal charges a fee that will be added to the amount listed above.

4. Contact info

Event/venue contact for booking (name, phone, email):

Event/venue contact on day of event:

Day of event phone:

Bad Cactus Brass Band contact for booking: Benjie Messer

badcactusbrassband@gmail.com 480-310-9826

Bad Cactus contact on day of event:

5. Notes

Size of band:

Parade route:

Attire:

Song requests:

Other:

6. Parking

Details:

7. Sound

Is Client providing a sound system and sound technicians?

If yes, who does Artist sends stage plot / input list to?

If no, is Artist required to bring and run a sound system?

If Artist is bringing sound system, Client assures power within 10' of band location.

8. Publicity

Ticket price:

Is this event all ages?

Does Client want Artist to publicize this event? (If so, please pass along any graphics!)

Link for Artist to share in publicity:

9. Merch

May artist bring, display, and sell merch?

If so, does venue ask for a cut of merch sales?

10 Cancellation

Should Client have cause to cancel this agreement, notice must be given to Artist in writing no later than thirty (30) days prior to this engagement. Any notice given less than thirty (30) days will require full payment by Client to Artist as described in contract paragraph 3 unless Artist agrees to waive any part of that payment, or if Client and Artist agree to reschedule the engagement for another time.

10.1. Force Majeure: This agreement by both parties to perform their obligations herein is subject to proven detention by serious illness, accidents, or accidents to means of transportation, labor disputes or walkouts, acts of God, or any act of public authority, material breach of Contract by Purchaser, or any other condition beyond either party's control. Neither party shall be liable to fulfill the remainder of the Contract nor perform or present any "make-up" date unless expressly agreed to by both parties for a convenient future time.

11. Signatures

It is agreed that Artist signs this agreement as an independent contractor and not as an employee.

In witness whereof, the parties have executed this contract on the respective dates shown by their signatures.

Client/Organization's Name Artist Bad Cactus Brass Band

Client's Signature Date Benjie Messer, bandleader
Artist's Representative

Artist's Signature Date

Artist's Federal I.D. / Social Security #

Please sign and return this contract. A copy will be returned fully executed for your files.