

## Contract for Entertainment Services

This contract is entered into by Michael Greenlay, on behalf of "HWY 13", herein after referred to as "the Band" and:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Prov: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Telephone: \_\_\_\_\_

Herein after referred to "the Client" for the purpose of the client hiring the band to provide musical entertainment.

Subject to the following provisions:

**Date and location of the engagement is to be:**

**Location:** \_\_\_\_\_

The band agrees to provide musical entertainment at this location for the client on the following date and time:

**Date:** \_\_\_\_\_ **Hours of engagement** \_\_\_\_\_

At the following rate: \_\_\_\_\_ (fixed fee)

**Payment for services:** The client agrees to pay for services rendered as follows or is outlined in this section.

Retainer (Ret Waived by: \_\_\_\_\_ ) \$ \_\_\_\_\_ (Due upon signing of contract)

Mileage: \_\_\_\_\_ \$ \_\_\_\_\_

Accommodations: \_\_\_\_\_ \$ \_\_\_\_\_

Upon Commencement of Engagement: \$ \_\_\_\_\_

Total Fees not to exceed: \$ \_\_\_\_\_

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Band Manager: \_\_\_\_\_ Date: \_\_\_\_\_

## General Terms of Agreement

1. The band will provide all instruments and stage amplifiers required for the performance of music. The band will provide sound and PA equipment, including stage monitors and including an operator of such equipment at the band's sole expense. The band will also provide all needed light equipment and personnel to operate such equipment at the band's sole expense.
2. The client will provide a performance area suitable for a four piece band, with access to at least one single-phase, fully grounded, 240 VAC, 50 amp circuit (NEMA-rated, 14-50R receptacle), no more than 25 feet from the stage. The circuits should not be shared by and refrigeration equipment or neon lighting, and the band will not be responsible for noise problems caused by such other equipment sharing the circuits. If a 50 Amp service is not available, four (4) 15 Amp circuits can be used as a suitable alternative, providing the aforementioned conditions are met. If the performance area is outdoors, all circuits must be protected by GFCIs. The performance area must be dry, solid, level, flat and stable.
  - a. Note: If four (4) separate circuits are not available, the client shall, at no cost to the band, temporarily have a NEMA 14-50R receptacle, and a 50A double-pole breaker installed into the electrical panel at the place of engagement.
3. If the performance is outdoors, the client is responsible, at the client's expense, for protecting the performance area and the band's equipment and instruments from the elements. The performance area must be fully covered, shaded from the sun, and adequately protected from rain, including rain driven by wind, or there must be adequate shelter near enough to the performance and easily accessible enough to allow quick movement of the band's equipment and instruments to shelter if weather conditions threaten.
4. The client will allow the band and the band's assistants access to the performance area for equipment set up and sound check no later than three hours before performance start time.
5. The band will be allowed to pack up and load out their equipment and to leave promptly upon completion of their performance, unless other arrangements have been made with the client. The band will make all reasonable efforts not to be disruptive if client's function has not yet concluded.
6. Because the band members must book their engagements in advance, a cancellation will mean lost income for that date. Therefore, the contract cannot be cancelled by the client without written agreement from the band. If the client cancels, payment of the performance fee in full is still due.

7. The band reserves the right to cancel the performance, or to delay the performance for a significant time to correct problems, if, in its sole discretion, the performance area is inadequate or dangerous, if weather conditions make the performance dangerous or damaging to equipment and the client has not provided adequate shelter, or the client has otherwise failed to meet the terms of the contract.
8. If cancellation or delay of the performance by the band is due to the client's failure to meet the terms of the contract, including failure to provide adequate protection from the weather conditions, then payment of the performance fee in full will still be due.
9. If cancellation of the performance is due to the band's failure to meet the terms of the contract, then the performance fee will not be due. If the cancellation of the performance is due to the bands failure to meet the terms of the contract for unforeseeable reasons beyond the band's control, the band will work with the client to rebook the engagement at the earliest possible time that is mutually agreeable between the band and client. In cases like this, the band will not be liable for any direct, indirect, consequential, or incidental damages.
10. It's the client's responsibility to be aware of, and comply with, all legal ordinances and neighborhood or condominium rules concerning noise or light. If the client's performance is cancelled or shortened due to neighbor complaint or police order, payment in full for the performance is still due.
11. The band will allow individuals designated in advance by the client to have access to one vocal microphone for announcements, but the band may refuse to allow anyone, including designated individuals, access to microphones if they fail to respect the equipment or behave inappropriately, at the band's discretion.
12. The band may refuse to allow individuals on stage during the performance, at the band's sole discretion. Allowing one or more individuals to join the band on stage during the performance does not waive the band's right to refuse any other individuals to come on stage.

Accepted forms of payments: E-transfer to [swhitney2179@gmail.com](mailto:swhitney2179@gmail.com), Cash, cheques payable to Sean Whitney, Box 371, Eastend, Sask., SONOTO

Client Name Printed \_\_\_\_\_

Client Signature \_\_\_\_\_ Date: \_\_\_\_\_

Band Representative Printed Michael Greenlay

Band Representative Signature \_\_\_\_\_ Date: \_\_\_\_\_