

The Grand Band

Entertainment Booking Contract



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Spanish Fort, AL 36527
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mail@grandband.com

This CONTRACT made and entered into this 7th day of March, 2008 by and between Calendar Band, managed by: Jim Moore party(ies) of the first part, hereinafter called Artist(s), and Brittany Johnson, party(ies) of 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:

Wedding reception: Ashley & groom Chad Kusher

Event location: Outside, tent setup, home @ 757 County Road 19 North, Mobile, Alabama

Date and Time of Performance: Saturday, May 31, 2008 7-11 PM or _____
(Band will arrive about 3 hours earlier to setup and begin playing as directed)

Fee agreed upon: \$3,500.00 Fee includes horn section

BUYER AGREES to make payments as follows: Retainer of \$1000 sent to agency with signed contract; Balance of \$3500 mailed to agency NLT May 15, or paid to bandleader at beginning of event-cash, cashier's check, or money order. Fees quoted are cash, check, or money order figures. If credit card is used, the balance to band will be adjusted up to meet contract amount.

Special Provisions

Buyer and Artist(s) agree that this contract is **not subject to cancellation** unless both Buyer and Artist(s) have agreed to such cancellation in writing, and received at the Grand Band office not less than 60 days prior to event dates January 1 through November 30; and not less than 90 days prior for all events in December. It is further agreed that any cancellation by Buyer will result in a forfeiture of the Buyer's retainer unless the Artist(s) can be booked for another engagement on the same date and for a fee which equals or exceeds the contract price set forth herein. This forfeiture of retainer is in addition to any other remedies enumerated in this contract or afforded by the law to the Artist(s). Unless other specific stipulations in this contract prevail, this non-cancelable provision means: Reserving an act for an event date by signing this contract and sending an advance payment, deposit, or retainer obligates buyer to pay for the act even if an event is cancelled or rescheduled for any reason. Should Buyer cancel date for any reason, other than mutually, in writing as described above, no advance payment, deposit, or retainer shall be returned to buyer.

The terms and conditions on back page are hereby made a part of this contract along with any attached riders, if any. By signing this form, I agree that I have read, understand, and agree to both the front and the back page of this contract.

WITNESS OUR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN:

Buyer signature

Brittany Johnson
757 County Road 19 North
Mobile, AL 36601
(251) 845-1321
Work (334) 123-4569 Ext 0
bookgrandband@hotmail.com

Artist/Agent signature

Jim Moore, Bandleader
Glenn Normand, Agent
3 Malaga Circle
Spanish Fort, AL 36527
(251 & 888) 621-0234
mail@grandband.com

Note: Act will be held for 7 days from this contract date. If completed contract is not received at agency, and no further contact is made by buyer and agency, this contract may be considered to be voided, and the act is free to accept other engagements for said play date.

ENTERTAINMENT CONTRACT PAGE TWO

Additional Terms and Conditions

Buyer agrees to be responsible for any **damage** or **loss** of/to artist(s) equipment, if damage is caused by Buyer or guests.

Buyer is **not** considered to be an **employer** in any sense of the word, but merely contracting the services of entertainer/act/band for the one-time date as specified in the contract. Entertainer/act/band is not employed by buyer, and, as such, is/are responsible for his/her/their own taxes, social security, insurance, business licenses, or other required items as specified by federal, state or local laws or provisions.

Fee quoted is based on many factors, including location, room, time, date, size of band, equipment needed to accomplish job, personnel requirements and accessibility to perform setup, and musicians necessary to give best performance. If buyer changes any critical detail(s) from time of contract signing, there may be an adjustment to price quoted. Booking agent or act leader should be consulted when considering any changes from details as listed on page one of this form. It is understood and agreed by the Buyer that **personnel changes within an act** by Artist(s), act leader or bandleader, necessary to maintain consistent quality of act or band, do not constitute a material change in the contract.

The Artist(s) agreement to appear and perform is subject to detention by sickness, accident, civil tumult, strikes, epidemics, acts of God, or conditions beyond their control. In such event, a like act will be substituted, at buyer's option and approval when time permits. If Buyer declines substitution, the Act's net cost will be refunded. Otherwise, the best efforts of the agency to produce the event with the most appropriate similar act available shall be considered fulfillment of all the contract specifications.

Cancellation Fee: There is not a fee, per se, to cancel; and cancellation stipulations are described on Page One of this contract. It is agreed that the Agency and Agent(s) office and personnel services and expenses incurred in show-casing, advertising, selling, booking, confirming and scheduling their acts, occur long before the event takes place. If a buyer cancels an event, it is agreed that any deposit/retainer sent to Agency or Agent(s) may be retained as earned fees, at Agent's option.

Storms, hurricanes, floods, earthquakes, fires: Natural disasters affecting the event, damaging the venue/event location do not require advance payments, deposits, or retainers paid to Agency, Artist(s), or Entertainer(s) to be returned to Buyer.

Outside Engagements: Artist(s) reserves the right to refuse to perform outdoor engagement when, in Artist(s) judgment, performance conditions would be dangerous or hazardous to instruments, equipment, or personnel. It is the responsibility of the Buyer to provide a suitable safe location as an alternative in case of adverse conditions. Buyer also agrees that if no such site is reserved, and the band/act is unable to perform or fulfill contract, due to adverse conditions, the full contract price shall be awarded to Artist(s) in compensation for its time, effort, and loss of an income-producing date. This means that, in the event that act sets equipment outside; and snow, sleet, rain, hail, windstorm, lightning or thunderstorm occurs, either wetting the bandstand area or threatening to do so, or creating what could be classified as a hazardous condition, then the Artist(s) may, at his/their discretion, refuse to play, stop playing or pack equipment to prevent equipment damage or personal injury. In such event, the balance of any fees due to the act will be paid by Buyer, immediately, with no deduction for time not played.

Extra Setups in same or different locations due to weather may subject Buyer to additional setup fees. Buyer agrees to provide sufficient electrical service within 50 feet of any act setup location, unless otherwise specified. If, upon arrival at play location, Act finds adequate electrical service has not been provided as described, the additional time needed for the Artist(s) to install or place wiring may be included as contract play time, and shall not be a subject of contention, even if it delays the starting time of the act. Agency recommends that Buyer and Agent or Artist(s) perform an on site review, whenever possible, to confirm setup, staging, electrical details and alternate sites for outside performances.

Act and Buyer agree that Agency has provided a valuable service in arranging this booking. If, within twelve months, Act accepts **rebooking** or any **other booking** from Buyer or other guest due to this event listed on page one of this contract, then the Act will negotiate that future play date through Grand Band Agency and/or pay standard booking fee to Agency.

Buyer, in signing this contract, him/her self, or in causing the same to be signed by a representative, acknowledges his authority to do so, warrants that he/she is of legal majority and hereby personally assumes full responsibility and liability for the amount (full wage agreed upon) stated herein, plus any fees and costs (including attorney's fees in the maximum amount authorized by law) incurred in collecting the full wage agreed upon.

It is understood and agreed by the Buyer and Artist(s) that Grand Band Agency is **not a party** to this contract and that its only function is that of an entertainment agency; and further, that Agency is not responsible to either party for **breach** of this contract. It is further understood that Grand Band Agency assumes no liability hereunder; However, Grand Band Agency will assist and aid in settlement of any breach, provided both parties are willing to negotiate in good faith.

This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Alabama.