

Live Performance Agreement

(205) 913-3808 / (205) 253-1018
www.theroadsters.com



THIS PERFORMANCE AGREEMENT is made and entered into as of _____, 20____, by and between _____ ("Purchaser"), whose business address is _____

_____ and the musical entertainment group **The Roadsters** ("Musician"), whose business address is _____. In consideration of the mutual covenants herein contained and, intending to be legally bound hereby, the Purchaser and Musician agree as follows:

1. ENGAGEMENT

The Purchaser hereby engages Musician to render a musical performance ("The Performance"), and Musician hereby agrees to render such Performance under the terms and conditions specified herein.

2. INDIVIDUALS COMPRISING MUSICIAN

The Musician consists of the following individuals: _____

Musician's obligation to perform hereunder is subject to the unavailability of Musician as a result of sickness, accidents, acts of God, and other reasons beyond Musician's control.

3. LOCATION OF PERFORMANCE

The Performance will take place at the following Location:

Name: _____
Street Address: _____
City/State/Zip: _____
Phone/Email: _____
Details: _____

Sound system, lights, and break music will be supplied by: ___ Purchaser ___ Musician.
Security will be supplied by: ___ Purchaser ___ Musician...

4. DATE AND TIME OF PERFORMANCE

The day and date of the Performance is _____, 20____. The venue will be available for set-up on _____, 20____, at (time) _____.

The music will start at (time) _____ and end at _____

The Musician will play approximately one 45-minute set per hour as follows:

Set #	Start Time	End Time
1		
2		
3		

Set #	Start Time	End Time
4		
5		
6		

5) PAYMENT

In full consideration for all services rendered by Musician at the Performance, Purchaser agrees to make the following payment in U.S. funds to Musician. A set fee of \$_____.



a) Overtime: Purchaser agrees to pay Musician a fee of \$_____ for each 30 minute overtime set (any set beginning after the agreed upon end time.) Overtime must be paid in advance of the set and be agreed upon by both Musician and Purchaser. Overtime is defined as any time period that extends past the stated end-time of The Performance.

b) Deposit: Purchaser will pay \$ _____ of the payment to Musician as a deposit by _____, 20____. If Purchaser does not pay Musician the deposit, Musician will have the option of canceling this Performance Agreement with no further liability hereunder to Purchaser. If no deposit is required, please initial here:

Both parties agree to waive deposit requirement (initial) _____Purchaser _____Musician

c) Payment of Balance: Purchaser will pay Musician the remaining balance of the payment in cash, money order, or certified check payable to _____ on or before _____, 20_____.

6) CANCELLATION

In the event Purchaser cancels the Performance less than 7 days prior to the scheduled date, Purchaser will pay Musician a sum equal to \$ _____ (50% of the set fee specified in the payment terms.) If Purchaser cancels the Performance between 7 and 14 days prior to the scheduled date, Purchaser will pay Musician a sum equal to \$ _____ (25% of the set fee specified in the payment terms.) Upon payment of the cancellation fee, Purchaser will have no further liability to Musician hereunder.

7) LOGISTICAL REQUIREMENTS

The following are minimum requirements for a safe, problem-free performance. If The Musician feels that these requirements have not been sufficiently met, The Musician reserves the right to postpone the start or continuation of The Performance until the issues have been resolved to acceptable standards.

a) Access: The Musician requires access to the performance area at least two hours prior to start time and at least one hour after finish time.

b) Area: Minimum stage requirements are a 12-foot wide by 8-foot deep area for setup, plus space for speakers and lighting stands.

c) Power: Minimum power requirements for the PA are one UNSHARED 15-amp, 120-volt outlets from a reliable power source within 30 feet of the set-up area. An additional UNSHARED 15-amp, 120-volt outlet on a separate circuit (different breakers) is required for stage lighting if it is being used.

d) Exposure: The facility should completely cover and protect the band's equipment from adverse weather conditions, including direct sunlight, rain, excessive winds, etc. Outdoor shows require at least a 10-foot by 20-foot EZ-Up tent with sides that roll down.

In the event of inclement weather during an outdoor show, The Musician will not under any circumstances perform in any exposure to the rain or during any kind of electrical storm. In this event, continuation of The Performance will be postponed until conditions have cleared to the satisfaction of The Musician



- e) **Flooring:** Sound equipment cannot be safely set up on uncovered ground. Minimum flooring requirements for an outdoor show are plywood sheets with some kind of covering securing them in place (carpet, rug, etc.) set up on level ground and approved in advance by The Musician.

8) MISCELLANEOUS

This Performance Agreement and the attached rider(s), if any, set forth the entire agreement between the parties, and may not be amended except in a writing signed by both parties. This Performance Agreement will be governed by and construed in accordance with the laws of the State of Alabama, without regard to the principles of conflicts of law. In any action or proceeding involving a dispute between the Purchaser and the Musician arising out of this Performance Agreement, the prevailing party will be entitled to receive from the losing party reasonable attorney's fees. Musician and Purchaser have each caused this Performance Agreement to be signed by its duly authorized representative.

PURCHASER:

MUSICIAN:

(Name of Purchaser)

The Roadsters

(Signature of Authorized Representative)

(Signature of Authorized Representative)

(Printed Name and Title)

(Printed Name and Title)