



SAWDUST SYMPHONY PERFORMANCE AGREEMENT

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This contractual agreement is made this _____ [day] of _____ [month], 20____, between **MIKE MUELLER**, representative for the band **SAWDUST SYMPHONY** hereafter referred to as “**the Band**”, and

_____ **[Firstname] [Lastname]**, representative for

_____ **[Name-of-Organization]**, hereafter referred to as “**the Purchaser**”. Any sections that are not applicable will be crossed out and initialed by the band and the purchaser. It is mutually agreed between the parties, as follows:

The Purchaser hereby engages the Band, and the Band hereby agrees to perform the engagement, the terms and conditions of which are set forth herein:

1. Name/Place of engagement: _____

Event Name

Place of Engagement

Address/location of place of engagement

2. Date of engagement: _____

Weekday, Month 00th, 200x

3. Hours of engagement: _____

0:00 pm to 0:00 pm

Set-up 0:00 – 0:00 pm

Perform: 0:00 – 0:00 pm

Breakdown 0:00 – 0:00 pm

Breaks to not exceed 15 minutes every hour.

4. Payment for engagement: \$ _____

payable by cash or check payable to Sawdust Symphony at end of the performance. Other terms and deposits specified below.

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5. Terms of engagement: Indicate sound systems preferences and addendums:
_____(X) Band shall provide (list all items Band provides, for example: “all instruments, sound system, lighting (if needed), backup extension cords, and mats to cover the cords, as well as Band bio and photo for publicity purposes.

_____(X) Band shall contact 3rd party prior to event to coordinate stage setup and electrical requirements

_____(X) Purchaser shall provide (list all items purchaser provides, for example: “electric power and stage.”

6. Security Purchaser shall provide sufficient security so that no unauthorized persons shall have access to the stage area, accessories, instruments, or sound equipment [collectively referred to as “equipment”] of the band. Purchaser shall be responsible for any theft or damage to equipment of the band as long as the present on the purchasers premise of engagement.

7. Transcription No performance shall be recorded, video-taped, reproduced, transmitted, or disseminated in or from the place of engagement in any manner or by any means whatsoever in the absence of a specified written agreement with the band.

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- 8. Promotion and Production The purchaser shall be responsible for all matters pertaining to the promotion and production of the scheduled engagement, including but not limited to venue rentals, security, and advertising. Purchaser agrees to promote the scheduled performance and will use best efforts to do so when appropriate.
- 9. Merchandising The band shall have the option to sell albums, books, handout informative booklets, and/or merchandise at the performance and shall be retain the proceeds of such sales.
- 10. Free Tickets _____ (#) shall be provided to the band for immediate family members and band assistants.
- 11. Insurance Purchaser agrees to retain any and all necessary personal or property damage liability insurance with respect to the activities of the band on the premises of the purchaser or at such other location where the purchaser directs the band to perform. Purchaser agrees to indemnify and hold band harmless from any and all claims, liabilities, damages, and expenses arising from any action or activity of purchaser or band while the band is rendering contracted services except for claims arising from the band’s willful misconduct or gross negligence.
- 12. Cancellation: If _____ [Event Name] is cancelled by Purchaser on the day of the event due to inclement weather, prior to hours of engagement, Band will be rescheduled for a future performance and/or reimbursed any expenses incurred to perform included transportation, lodging, meals, compensation for band member time, and any other reasonable expense mutually agreed to between the parties.

If event is cancelled during the hours of engagement, Band will receive full compensation.

If for any reason [Event Name] is cancelled 60 or more days prior to event, contract is null and void.

The signatures below confirm that the parties have read and approve all terms above.

For Band, **SAWDUST SYMPHONY**

Michael G Mueller
11717 N Westchester Ct # 73w
Mequon, WI 53092
Home (262) 242-5684
Cell (414) 333-1363
mike@sawdustsymphony.com

For Purchaser, **Organization Name**

