

**Joe Hubbard – dba
BANDMASTER STUDIO**

Performance Contract Agreement

This agreement is made as of _____ between the parties identified below. In consideration for the following covenants, conditions and promises, the employer identified below agrees to hire the below identified musician to perform an engagement and the musician agrees to provide such performance service, under the following terms and conditions:

The musician known as **Joe Hubbard** (hereafter referred to as Bandmaster Studio) enters into this agreement for performance services with the employer known as: _____ (hereafter referred to as Employer).

Employer hires Bandmaster Studio on the terms and conditions set forth in this contract:

Type of Engagement: Musical Performance

Place of Engagement:

Date, Time, and Duration of Engagement:

Wages and Deposit:

Guaranteed \$ _____

Non-refundable Deposit: \$ _____ due on contract signing. Balance due on job completion.

Sound System: The setup and sound check time with full access to stage, or whatever constitutes performance area, on the date of performance shall be at: _____ for setup and _____ for full sound check.

Transcriptions: No part of this performance may be recorded, video taped, reproduced, transmitted, or disseminated in or from the place of engagement in any matter or by any means whatsoever in the absence of a specific written agreement with Bandmaster Studio.

Ensemble Performance Attire: (i.e. Black Tie, Formal Dress, Casual Dress, etc.) _____

Security: Employer will provide sufficient security so that no unauthorized persons will have access to stage or performance area. Bandmaster Studio will provide names of persons or guests that are authorized to be either backstage or in performance area. Employer shall be responsible for any theft or damage to the equipment of Bandmaster Studio that may occur during the time that the equipment is located on Employers premises and due care was taken by Bandmaster Studio to secure such equipment.

Insurance: Employer agrees to retain any and all necessary personal injury or property damage liability insurance with respect to activities of Bandmaster Studio on the premises of Employer. Employer agrees to indemnify and hold Bandmaster Studio harmless from any and all claims, liabilities, damages and expenses arising from any action or activity of Employer or Bandmaster Studio while Bandmaster Studio is rendering the contracted services except for claims arising from Bandmaster Studio's willful misconduct or gross negligence.

Special Music Requests: Special musical selections required, if any, must be in writing and annotated below. Every effort will be made to accommodate "impromptu" requests however Bandmaster Studio is not responsible for performing "impromptu" requests.

Cancellation: In the event that Employer cancels any performance less than 6 weeks before the date of such performance, Employer will pay Bandmaster Studio, as liquidation damages, one-half of the guaranteed fee (or the total sum of the Non-refundable Deposit fee, whichever is greater). In the event that Bandmaster Studio can not perform due to sickness, accident, riot, strikes, epidemic, acts of God or other legitimate conditions beyond their control, Bandmaster Studio shall waive any remaining balance of fee and enter good faith negotiations with Employer to reschedule performance if applicable and practical.

Instruments / Equipment: Bandmaster Studio will provide their own equipment. Employer will insure adequate space for ensemble members to perform, and provide functional electric outlet(s) for musicians use.

Disputes: In the event any dispute arises under this agreement that results in litigation or arbitration, the losing party shall pay the prevailing party its attorney's fees and court costs.

This contract shall be governed by Kansas (state) law, and may be modified only by written agreement or initials with modification indicated, and is binding and valid only when signed by the parties below.

Bandmaster Studio (official representative): _____ Date: _____

Employer (or representative): _____ Date: _____