

Red Hot Horns

Live Performance Agreement

Phone: (860) 878-4224

Email: info@RedHotHorns.com

www.RedHotHorns.com

www.facebook.com/RedHotHorns

THIS PERFORMANCE AGREEMENT is made and entered into as of _____, 20____, by and between: _____

whose business address is: _____ ("Purchaser")

and the musical group **Red Hot Horns** ("Musician"), whose business address is:

5 Shaft Drive, Enfield, CT 06082

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) LOCATION OF PERFORMANCE. The Performance will take place at the following location:

Name: _____

Street Address: _____

City/State/Zip: _____

Phone/Email: _____

Sound system, lights, and break music will be supplied by: ___ Purchaser ___ Musician ___ None.

Security will be supplied by: ___ Purchaser ___ Musician ___ Other (explain) _____.

Details: _____

3) DATE AND TIME OF PERFORMANCE. The day and date of the Performance is _____ (day of the week), _____ (month) _____ (date), 20____.

The venue will be available for set-up on (date) _____ at (time) _____.

The Musician will play ____ sets as follows:

Set #	Start Time	Ending Time	Set #	Start Time	Ending Time
Set 1:	_____	_____	Set 3:	_____	_____
Set 2:	_____	_____	Set 4:	_____	_____

4) 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 \$_____

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.)

a) DEPOSIT. Purchaser will pay \$_____ of the payment to Musician as a deposit by _____, 20____. The balance payable day of event before start of performance. 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.

b) If no deposit is required initial here: Both parties agree to waive deposit requirement (initial) _____Purchaser _____Musician.

5) CANCELLATION. In the event Purchaser cancels the Performance less than _____ days prior to the scheduled date, Purchaser will pay Musician a sum of \$_____. Upon payment of the cancellation fee, Purchaser will have no further liability to Musician hereunder.

6) 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 _____, 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.

7) RIDER.

- Vehicle parking for up to 4 vehicles and 1 panel truck within easy access of the playing area (some equipment is quite bulky to move).
- Access to performance area at least two hours prior to start time and one hour after finish time to get set up and work with the PA engineer to ensure the best sound for the venue we're playing in (this shouldn't take more than an hour but note that it is likely to be quite noisy and disruptive).

- Please inform us if the playing area is governed by a sound limitation.
- A minimum of a 20'wide by 10' deep area for Red Hot Horns' main setup with two spaces no smaller than 3'by 3' for setting up speakers and lighting stands. Please see separate stage plan.
- Two 120-volt outlet (3-prong grounded with at least 15 amps available) from a reliable power source within 50 feet (along the wall) of the set-up area, additional outlets on SEPARATE circuits for lighting (if contracted for).
- If event is outside, staging large enough for the entire band and a facility that completely covers and protects band's equipment from adverse weather conditions (i.e., direct sunlight, rain, and excessive winds).
- A minimum 6' x 8' area for sound crew with 30" x 60" table and two accessible electrical outlets.
- A secure dressing room large enough for 10 people (band plus sound crew). Somewhere we can safely leave instruments, cases and changes of clothes for the duration (kitchen area is not acceptable!)
- A case of chilled bottled water (it's thirsty work!) and 10 white towels.
- A meal equal to quests per band member and sound crew.
- Contact name of whoever will be dealing with on the day (best man, event organizer etc.).
- If you have any further queries re the above please contact us immediately to discuss them.

PURCHASER:

(Name of Purchaser)

(Signature of Authorized Representative)

(Printed Name and Title)

Date

MUSICIAN:

Red Hot Horns

(Name of Musician)

(Signature of Authorized Representative)

Ralph Martin

(Printed Name and Title)

Date