



Menlo Brass Quintet

Performance Agreement

This Agreement made as of this _____ day of _____, 20____, by and between the parties identified below.

In consideration for the following covenants, conditions, and promises, the Employer identified below agrees to hire the Menlo Brass Quintet to perform an engagement and the Menlo Brass Quintet agrees to provide such performance services, under the following terms and conditions:

This agreement for performance services is entered into by the musicians known as the Menlo Brass Quintet and employer known as:

(hereinafter referred to as Employer).

Employer hires the Menlo Brass Quintet on the terms and conditions set forth in this contract.

Place of Engagement

Date(s)

Street Address

Time (AM / PM)

Number of sets and duration

City / State / Zip Code

Type of Engagement

Telephone Number(s)

Wage and Deposit

- OR -

Guaranteed Fee

Percentage _____

(calculated as: gross / net of ticket sales /
door / bar / other _____)

Deposit Amount

Date to be Paid

Additional Terms and Conditions:

Sound Check — If required, set up and sound check with full access to stage and public address equipment, on the date of performance, shall be at: _____ (AM / PM)

Security — Employer will provide sufficient security so that no unauthorized persons will have access to the stage area or backstage area. The Menlo Brass Quintet will provide names of persons or guests authorized to be backstage. Employer shall responsible for any theft or damage to the equipment of the Menlo Brass Quintet that may occur during the time the equipment is located on Employer's premises.

Transcription — No performance and/or this performance of the Menlo Brass Quintet shall not be recorded, videotaped, reproduced, transmitted or disseminated in or from the place of engagement in any manner or by any means whatsoever without specific written permission from the Menlo Brass Quintet.

Promotion and Production — Employer 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. Employer agrees to promote the scheduled performance(s) and will use its best efforts to obtain calendar listings, feature articles, interviews of the Menlo Brass Quintet, reviews of the performance, and the Menlo Brass Quintet's CD in all local print, radio and television media.

Merchandising — The Menlo Brass Quintet shall have the option to sell CDs and/or other merchandising material at the performance and shall retain the proceeds of such sales.

Free Tickets — _____ free passes/tickets shall be provided by the Employer for the Menlo Brass Quintet when the Quintet is engaged to perform for a public event.

Insurance — Employer agrees to retain any and all necessary personal injury or property damage liability insurance with respect to the activities of the Menlo Brass Quintet on the premises of Employer or at such other location where Employer directs Menlo Brass Quintet to perform. Employer agrees to indemnify and hold Menlo Brass Quintet harmless from any and all claims, liabilities, damages, and expenses arising from any action or activity of Employer or Menlo Brass Quintet while Menlo Brass Quintet is rendering the contracted services except for claims arising from Menlo Brass Quintet's willful misconduct or gross negligence.

Cancellation — In the event that Employer cancels any performance less than five (5) weeks before the date of such performance, Employer will pay Menlo Brass Quintet, as liquidated damages, one-half of the guaranteed fee. In the event that Employer cancels any performance less than two (2) weeks before the date of such performance, Employer will pay Menlo Brass Quintet, as liquidated damages, the full guaranteed fee agreed to be paid for such performance. The agreement that musicians perform is subject to detention by sickness, accident, riot, strikes, epidemic, acts of God, or other legitimate conditions beyond their control.

Disputes — In the event any dispute arises under this Agreement that results in litigation or arbitration, the prevailing party shall be paid its reasonable attorney's fees and costs by the losing party.

This contract and any attachments or riders incorporated herein, shall be governed by the State of California law, may be modified only by signed writing, and is binding and valid only when signed by the parties below, and the Menlo Brass Quintet has received the deposit (if required)

specified no later than the _____ day of _____, 20____.

SIGNED:

For the Employer

For the Menlo Brass Quintet

Title

Title

Date

Date

Complete two executed copies of this Agreement, one for the Menlo Brass Quintet and one for Employer.

Menlo Brass Quintet
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Redwood City, California 94063-4004 U.S.A.
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