

BAND PERFORMANCE AGREEMENT EVENT CONTRACT

LIVE ENTERTAINMENT AGREEMENT

This Agreement is made between [VENDOR NAME], a Llc at [VENDOR BUSINESS ADDRESS] (the "Artist"), and [CLIENT NAME] of [CLIENT ADDRESS] (the "Client").

1. Event and Performance

Event. [EVENT NAME OR DESCRIPTION] on , [EVENT START TIME]–[EVENT END TIME], at [EVENT VENUE NAME], [EVENT VENUE ADDRESS]. Guests: 100.

Performance. [DESCRIBE THE SERVICES TO BE PROVIDED]

Personnel: 4 performer(s), performing 3 set(s) of approximately 45 minutes each, with reasonable breaks between sets (recorded music during breaks).

Coverage. Up to 8 hours. Overtime pre-authorized at \$250.00 per hour.

Equipment. The Artist shall provide instruments and backline. Client/Venue shall provide a performance area with adequate power (minimum 20A circuits, GFCI-protected), a staging area, and reasonable load-in access.

Playlist and song requests. The Artist shall consult with Client on must-play and do-not-play lists, but retains reasonable professional discretion over programming to match the room.

Breaks, meals, green room. Client/Venue shall provide a reasonable meal for performing personnel and a secure break area.

Volume. The Artist shall comply with Venue's volume guidance and local noise ordinance.

2. Pricing and Payment

Total fee. \$0.00 (zero dollars and 00/100), plus applicable taxes.

Retainer. Non-refundable retainer of \$0.00 on signing — reserves the date and is earned on receipt.

Balance. Due 14 days before the Event. **Methods:** check, ach, credit_card. **Late:** 1.5%/mo.

3. Cancellation, Postponement, Force Majeure, Substitution

Tiered forfeiture: ≥90 days 25%; 30–90 days 50%; within 30 days 100%.

Postponement. One reschedule within 12 months; fee **\$0.00**.

Force majeure / illness. Includes pandemic, epidemic, public-health orders. If the individual performer is ill or otherwise cannot perform, the Artist may provide a substitute performer of comparable skill; if no substitute can be secured, paid amounts credit to a rescheduled date.

4. Music Licensing and Recordings

Public performance rights. Client/Venue is responsible for any venue-held public performance licenses (ASCAP, BMI, SESAC) for music performed at the Event. The Artist's performance of licensed works is within industry norms for licensed venues.

Recordings. Client shall not record the performance for commercial distribution without the Artist's written consent. Guest phone recordings shared informally are permitted.

5. Portfolio, Image, and Marketing

The Artist may reference the Event generally in marketing and post photos/video of the performance to social media. Model release granted for Event images/video of Client as described above.

6. Insurance and Liability

The Artist maintains CGL of not less than **\$1,000,000.00** per occurrence.

Aggregate liability capped at fees paid; no indirect or consequential damages; excludes gross negligence and willful misconduct.

Mutual indemnification.

7. Dispute Resolution

Governing law: [STATE].

Mediation then court.

Fee-shifting.

8. General

Entire agreement; written amendments; severability; ESIGN/UETA electronic signatures; notices as in preamble; survival of 3, 4, 6, 7, 8.

Signatures

Artist

PRINTED NAME

SIGNATURE

DATE

Client

PRINTED NAME

SIGNATURE

DATE