



## Live Music Performance Contract

Customer/ Establishment: \_\_\_\_\_

Customer contact person name and telephone: \_\_\_\_\_

Performance Location: \_\_\_\_\_

Performance Date: \_\_\_\_\_

Performance Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Performance Fee: \$ \_\_\_\_\_ Deposit: \_\_\_\_\_ Circle one: [Indoors][Outdoors]

\*Payment of balance made to Rob Harvey in U.S. Currency at the end of performance

1. Band agrees to provide band members including one sound engineer, crew, and stage manager, beginning at the start time and ending at the end time shown above. Band will be entitled to breaks beginning during the performance.
2. This Contract cannot be canceled by the Customer after the date 45 days before the Performance Date, without the written agreement of Band. If Customer cancels before that time, the Deposit will not be refunded, but payment of the Performance Fee will not be due. If Customer cancels after that time, payment of the full Performance Fee will still be due.
3. Band reserves the right to cancel the performance, or to delay the performance for a sufficient time to correct problems, if, in its sole discretion, the performance area is inadequate or dangerous, if weather conditions make performance dangerous or damaging to equipment and Customer has not provided adequate shelter, or if Customer has otherwise failed to meet the terms of this Contract.
4. If cancellation or delay of performance by Band is due to Customer's failure to meet the terms of this Contract, including failure to provide adequate protection from weather conditions, then payment of the Performance Fee in full will still be due.

**Bella Cain**

Contact: Rob Harvey – firefighter224@gmail.com

5. This contract constitutes a complete and binding agreement between the customer and Bella Cain. Agent acts only as agent and assumes no responsibility as between the customer and Bella Cain.

6. In case of breach of contract by customer/establishment, the Customer agrees to pay performance fee as mitigated damages plus reasonable attorney(s) fees, court cost(s), and legal interest.

7. The Customer agrees to be responsible for harm, loss, or damage of any kind to Bella Cain's person or property during performance hours, set-up, and take-down of equipment at stated location.

8. The person(s) signing for the Customer and the manager of Bella Cain agree to be personally, jointly, and severally liable for the terms of this contract.

9. Other Agreement Terms: **Food and Drinks (Soda, Juice, Water) provided to all members of Bella Cain. Parking for 7 vehicles plus 2 trucks and trailers. Bella Cain reserves the right to use our own engineers for front of house, monitor and lighting during our performance. Bella Cain requires 1 room to be used as a changing area/staging/rest area during performance. Bella Cain reserves all rights and has total authority over who is allowed backstage/On Stage during a performance. The organization requires breaks between sets (to be determined by both venue and performer prior to event). Bella Cain reserves the right to use any and all of our equipment if necessary during a performance to properly execute our show to the standard we have set.**

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**Band: Bella Cain**

By Rob Harvey, Authorized Agent

Date: **As is dated upon the printing of this contract.** \_\_\_\_\_

Acknowledge receipt of Deposit: \_\_\_\_\_ [    ]

**Customer:** \_\_\_\_\_

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By \_\_\_\_\_, Authorized Agent

Date: \_\_\_\_\_

**Bella Cain**

**Contact: Rob Harvey – firefighter224@gmail.com**