

# Commodores Big Band

The Best in Big Band Entertainment for your Dancing and Listening Pleasure

[www.commodoresbigband.com](http://www.commodoresbigband.com)

## Contract For Services

This agreement for the purchase of musical services is made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, between the undersigned *Purchaser of Entertainment*, herein called the **Employer**, and the *Commodores Big Band*, herein called the **Employee**. In consideration of the mutual covenants herein contained and other good and valuable consideration, the Employer and the Employee hereto agree as follows:

Employer: Name:  
Mailing Address:  
City: Prov: BC Postal Code:  
Phone:  
E-Mail:

Location of Employment: Name of Venue:  
Address:  
Venue Co-ordinator:  
Contact Phone:  
Email:

Date of Employment:

Hours of Employment:

Type of Engagement:

Facilities Required: 3 -15 amp AC power outlets  
Use of all available stage risers  
Require a 1-hour set up time - earlier on (day) (to be determined)  
Parking for 8 vehicles

Total Fee Agreed Upon: \$  
Overtime costs will be \$250 per 1/2 hour

Deposit: Deposit of \$ required by (date)

Balance owing: \$  
(to be paid on the date of the engagement, see below)

Payment of Fee: Balance of payment is required once the band has started to play the engagement - (no later than time/date)

Please sign and date to execute this contract. One copy is for your records. Please return the second copy to: Don Hauser, #128 - 2600 Ferguson Rd., Saanichton, BC V8M 2C1. The *Commodores Big Band* shall not be bound by this contract until it is signed and received by our office.

Employer signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_  
dd / mm / yy

Employee signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_  
dd / mm / yy

### Additional Conditions

- A. This contract contains all the agreements by the parties hereto. There are no promises, agreements, terms or conditions other than those contained herein. This agreement shall apply to and bind all parties and may not be changed orally. The laws of the Province of British Columbia govern this contract. Any fees associated with the enforcement of this contract will be borne by the Employer.
- B. The Employer shall pay the entire balance remaining (as indicated on the previous page), plus any additional overtime charges, in Canadian currency, immediately upon completion of engagement. All balances must be paid by cash, money order or cheque. All cheques should be made payable to the *Commodores Big Band*. Cheques returned for insufficient funds are subject to a \$30 surcharge.
- C. The total fee agreed upon applies to the performance time set forth as indicated on the previous page of this agreement. Performance time added after this agreement has been signed (overtime) will be provided at the rate of \$250.<sup>00</sup> per half hour. Fees for additional performance time must be paid prior to the additional performance.
- D. In the event of a late start time, due to no fault of the Employee, the Employee is only obligated to the scheduled time frame, exceeding this time frame is up to the discretion of the Employer. The price quoted will stand as is regardless of the event start time.
- E. All deposits are non-refundable except when the Employee fails to fulfill the engagement through no fault of the Employer. Any exceptions to this would be at the discretion of the Employer, given unusual circumstances. Any postponements may have their deposit applied to the later date, if date is available. The deposit may not be assigned to a third party. The deposit amount shall be subtracted from the total fee agreed upon.
- F. All payments are due on the date of service. Any late pays must be pre-arranged with Treasurer, Don Reksten. If not pre-arranged, late pays will be charged an additional \$5.<sup>00</sup> per day beginning with the date of event and terminating with the postmark of the final payment. All small claims fees and attorney fees will be charged onto the employer's balance, if legal action is the only apparent option for payment of services rendered.
- G. The *Commodores Big Band* is not registered for the GST.
- H. Either the Employer or Employee may cancel this contract. Any cancellation must be submitted, in writing, no less than 30 days before the scheduled event. The deposit is fully refundable if the contract is terminated 30 days or more before the engagement date, notwithstanding the provision of condition E. This is to provide each party with an actual statement clarifying the cancellation. Phone calls are not a reliable receipt of a cancellation. If the Employer cancels this agreement within 30 days of the date of the engagement, the Employer shall be held responsible and liable for the balance payment and items of payment under this contract.
- I. It is the Employer who shall be responsible to provide a proper performance area. A minimum area of 24 feet long by 16 feet deep with 15 armless chairs and a minimum electrical power requirement of two dedicated 15 amp. circuits is required for the Employee to properly set up. Not having a reserved space could and will lead to a delay in the start time of the event.
- J. No part of this performance shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Employee relating to and permitting such recording, reproduction or transmission.
- K. Special music requests must be submitted at least six (6) weeks prior to the engagement for it to be included in the programme. Requests made after that time will be considered but not guaranteed.
- L. The Employer accepts full responsibility and agrees to be liable for any damage done to the Employee's person and equipment by themselves, their guests, and/or agent(s).
- M. The Employee is willing to review and discuss any terms listed in the entire contract, please feel free to contact the *Commodores Big Band* at any time.
- N. It is mutually agreed that by returning this contract, signed and with deposit (if required), that the hiring party has read and fully understands the terms, conditions and procedures outlined throughout this contract and thus accepts the contract and is willingly bound to the contract.