

CONTRACT

For good and valuable consideration stated below, _____(Hereinafter called **PURCHASER**) and **The Funky Dozen** (Hereinafter called **ARTIST**) agree as follows:

ARTIST shall perform for **PURCHASER** in accordance with and subject to the following provisions:

CLIENT CONTACT PHONE: _____

TYPE OF EVENT: _____

DATE OF EVENT: _____

EVENT VENUE: _____

CITY: _____

STATE: _____

TIME OF GUESTS ARRIVAL: _____

TIME THE BAND WILL BEGIN PERFORMING: _____

WILL THE EVENT BE LOCATED INDOORS OR OUTDOORS? _____

WILL FOOD/DRINK BE PROVIDED FOR THE BAND & CREW? _____

OVERNIGHT LODGING (6 ROOMS MIN. IF NEEDED) PROVIDED BY: **PURCHASER** ___ **ARTIST** ___

TIME EVENT WILL END: _____ **FULL WAGE AGREED UPON:** _____ **PAYABLE BY CASH,**

CHECK OR MONEY ORDER TO: **LARRY THOMPSON**

PAYMENT TERMS: (see attached Rider)

This contract constitutes a binding agreement between the **PURCHASER** and **ARTIST** afore mentioned and is governed under the laws of the State of California. It is further mutually agreed that the “Additional Terms and Conditions,” and “Rider” attached to this page are hereby made part of the contract, and have been read and fully understood by both parties. Please sign each copy individually. In the event of a breach of this contract by **PURCHASER**, **PURCHASER** agrees to pay the full wage agreed upon, attorney’s fees, legal interest, and court costs.

PURCHASER AND ARTIST AGREE THAT THIS CONTRACT IS NOT SUBJECT TO CANCELLATION, EXCEPT WRITTEN AGREEMENT BETWEEN THE PARTIES AND SENT TO THE ARTIST. It is further agreed that any cancellation by **PURCHASER** will result in the forfeiture of the **PURCHASER**’s deposit, in addition to any other remedies enumerated in the contract or afforded by law to the **ARTIST**.

This instrument contains the entire agreement between the parties and no other statements, promises, or inducements made by either party or their representatives, not contained in the written contract, shall be valid or binding. This contract shall not be enlarged, or modified or altered except in writing signed by the parties and endorsed hereon.

SOUND AND LIGHTS TO BE PROVIDED BY: **PURCHASER** ___ **ARTIST** ___

THE FUNKY DOZEN strives to provide a completely immersive musical and visual experience during performances. As part of this, **PURCHASER** and **ARTIST** understand and agree the performance may include moving/strobing lights and sound volume sometimes exceeding 100 decibels. The **PURCHASER** is responsible for notifying guests that may be adversely affected by lighting and providing hearing protection to guests if so desired.

PURCHASER is liable for any and all damages to **ARTIST**’s equipment/instruments caused by **PURCHASER**’s guests, members, employees, invitees or facility.

PURCHASER and **ARTIST** agree that if either party should be required to report to a court of law to enforce any or all provisions of this contract, that the costs and expenses shall be the responsibility of the one who is found in breach of this contract by the court of law. See attached contract rider for requirements.

C/O Larry Thompson

Ukiah, CA 95482

707-391-7070

Email: larry4music@comcast.net

CONTRACT TECHNICAL RIDER

The following Technical Rider is to be attached and made part of the contract between _____ (**PURCHASER**) and **THE FUNKY DOZEN (ARTIST)**.

This rider is made part of the performance contract to ensure the most successful event possible. The following information is here to establish a dialogue between **PURCHASER** and **ARTIST** and represents an “ideal” scenario. If any of the following cannot be met, please inform the **ARTIST** as soon as possible to ensure an agreeable solution that works for both parties can be found. Unless notified in writing or in person at least 5 business days prior to the scheduled event, the **ARTIST** will assume the following items will be provided as stated in this document.

Stage: Stage area will be accessible to the **ARTIST**’s crew at least Five (5) hours prior to the arrival of guests. This time will be used to set equipment up and to perform a sound check to ensure everything is operating properly. **PURCHASER** will provide a stage or area (open floor is fine) preferably of the following dimensions: 12’ deep x 16’ wide (this equals 6 standard 4x8 staging panels). The stage will be of sturdy construction and will support the musical and dance performances safely. The stage should be leveled to the horizon when erected on an uneven slope or hill. **ARTIST** will not play directly on the grass/dirt.

Performance area: **ARTIST** requires a 10ft high ceiling in the performance area to allow clearance for speaker and lighting equipment.

Electrical requirements: **ARTIST** will require access to nearby (within 20 feet) electricity of at least two (2) dedicated 20 amp circuits that are not being shared for other uses.

Sound/Lighting Control Area: **ARTIST** will require a space of no less than 8ft x 8ft located between 30ft-50ft away from, and centered upon, the stage area. Sound and Lighting control requires an unobstructed view of the stage. (Event guests are not considered an obstruction) Depending on the venue, Sound/Lighting personnel may opt to sit at a (**ARTIST** supplied) table or stand for a better view. Please plan event guest table layouts accordingly.

Security: To ensure the safety of **ARTIST**, crew, and event guests, the **PURCHASER** will provide at least one security guard in the performance area.

Beverages: **PURCHASER** will provide **ARTIST** with two cases (24 bottles) of water on stage for band/band crew use only.

Dressing / Changing Room: **PURCHASER** will provide **ARTIST** with a private dressing/changing room.

Parking: **PURCHASER** will arrange free parking to **ARTIST** within close vicinity of event.

Outside Event: **ARTIST** will not perform in rain, or temperatures below 55 degrees Fahrenheit. **ARTIST** will require a dry, level stage (not directly on grass/ground), and access to nearby (within 20 feet) electricity of at least two (2) dedicated 20 amp circuits that are not being shared for other uses. It will be **PURCHASER**’s responsibility to provide **ARTIST** adequate protection from the elements (inclement weather, direct sunlight, etc.). A structure with at least 10 feet distance between the stage surface and the ceiling such as an “EZ-Up”, shade cloth or a tent with sides can be adequate in some cases. In case of inclement weather after the start of the event, **ARTIST** will not be required to strike stage and set up in alternate location. If **ARTIST** is directed to set up outside without adequate protection and it does rain, **ARTIST** reserves the right to cancel performance for the duration of the event due to risk of electrocution and risk to **ARTIST**’s equipment. Full payment will still be due to **ARTIST**.

Payment Terms: Payment will be made via cash, check or money order to **ARTIST** prior to the last set on the evening of the engagement. Checks will be made payable to “**Larry Thompson**”.

If an invoice is necessary for **PURCHASER**’s records, **PURCHASER** will notify **ARTIST** at least one (1) week in advance so that an invoice can be generated and submitted prior to the event.

During breaks between live performances, “house music” will be played via the **ARTIST**’s DJ Laptop unless otherwise specified. **ARTIST** obligations are subject to detention or prevention by sickness, inability to perform, accident, Acts of God, riot strikes, any act of public authority, labor difficulties, of any cause beyond the **ARTIST**’s control. In such case, there shall be no claim of damages by either party to this contract, and any deposits will be refunded in full. In the event of band member sickness or inability to perform at the event, a substitution will be made at the discretion of the band-leader and the event will continue as scheduled.

Purchaser’s Signature _____ **Date** _____

Artist’s Signature _____ **Date** _____