



Vinyl Wall Productions

4341 Louise Street • Muskegon, MI 49444 • Tel. (231) 903-4560 • www.vinylwall.com

Big House Blues Band Appearance Agreement

THIS AGREEMENT is entered into this ___ day of _____ 200, by and between the Big House Blues Band ("Artist") and Buyer identified below (collectively, the "Parties").

IN CONSIDERATION of the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Buyer hereby engages Artist to provide a Performance upon the following terms:

- 1) *Performance Group Name:* _____ **Big House Blues Band**
- 2) *Artist member content:* _____ **7-9 musicians**
- 3) *Artist Booking Contact / Manager:* _____ **James R. Humphreys**
4341 Louise Street, Muskegon, MI 49444
phone: (231) 903-4560 / email: jimie@bighousebluesband.com
- 4) *Buyer Name and Address.* _____

- 5) *Place of Performance.* _____
- 6) *Date of Performance.* _____
- 7) *Time of Performance.* _____ **p.m.** until _____ **p.m.**
- 8) *Performance Content.* Artist shall provide a performance of the type generally designated as **Classic Blues and Blues Rock** at the date, time and place listed above.
- 9) *Permits.* Buyer warrants and represents that it has obtained all approvals, permits, licenses and/or variances necessary for the Performance.
- 10) *Breaks.* Artist shall have ___ breaks, averaging - **minutes** each.
- 11) *Performance Fee.* Buyer shall pay Artist a Performance Fee of \$_____ as follows:
 - Upon execution of this Agreement, Buyer shall pay to Artist a Deposit of **\$200**.
 - Following the Performance, Buyer shall pay to Artist the Balance of \$_____.
 - Payment shall be in the form of **cash or check**, checks to be made payable to **James R. Humphreys**.

- 12) *Promotion.* Buyer shall be responsible for promotion of the Performance. Artist shall provide Buyer with a press kit and copies of Artist's promotional materials.
- 13) *Sound and Set-Up.* At least **4 (four) hours** prior to the Time of Performance, the Buyer shall provide Artist and their designated representatives sufficient access to the Place of Performance for load-in, set-up and sound check. Artist shall designate an individual to oversee sound modifications before and during the Performance. If Buyer is not providing meals AND dressing room accommodations for Performance, a period equal to a minimum of an additional **2 hours** is required between Artist's sound-check conclusion and start time of Performance.
- 14) *Security.* Buyer shall take reasonable precautions for the safety of Artist and Artist's equipment, property and vehicles before, during, and after the performance.
- 15) *Termination.* Either Party may refuse or terminate the Performance due to violation of any law or regulation by the other Party, or any situation that the Party reasonably believes may be hazardous to any person or property.
- 16) *Insurance.* Buyer warrants and represents that it has, or shall obtain, sufficient personal injury and property damage liability insurance with respect to the activities of Artist at the Place of Performance or accepts all liability therein.
- 17) *Accommodations.* Buyer shall provide each member of Artist with:
- Reasonable amounts of free water and soda during the Performance.
 - **1** Complimentary adult drink per set.
 - **10 (total)** Complimentary Tickets/entry to the Performance.
 - Complimentary meals on the Date of the Performance.
 - Lodging _____.
 - Transportation _____.
- 18) *Cancellation.* If Buyer provides written notice of cancellation of this Agreement to the Artist Member Contact at the address listed above, by the following dates, the Parties shall promptly take the following actions:

Buyer provides written notice of cancellation	Action required
At least 30 days before the Date of Performance.	Artist promptly returns the entirety of the Deposit to Buyer.
Less than 30 days , but still before the Date of Performance	Artist retains the Deposit and is not further obligated to Buyer.
The Date of Performance	Buyer promptly pays Artist full balance of Performance Fee.

The obligation of the Parties shall be excused by detention of key personnel by sickness, accident, riot, strike, epidemic, act of God, Force Majure or any other legitimate condition beyond the control of the obliged Party. If such circumstances arise in the case of Artist, Artist shall, at its discretion, obtain replacement personnel, or shall refund the Deposit to the Buyer. If such circumstances arise in the case of Buyer, Buyer shall, at its discretion, obtain a reasonably similar replacement venue available on the Date of Performance, or shall comply with the notice of cancellation provisions described herein. **Neither Party shall be liable for indirect, special or consequential damages arising from any breach of this Agreement.**

- 19) *Electrical Supply.* The buyer shall be responsible for the provision of adequate mains electricity in the performing/stage area and in the audio engineer's Front Of House mixing/audio equipment area.
- 20) *Merchandise.* Artist shall, at its option, sell CDs, T-Shirts and other promotional material on the premises during the Performance, retaining all proceeds associated therewith.
- 21) *General.* This Agreement will be governed by, and construed in accordance with the laws of the State of Michigan, without giving effect to the principles of its conflict of law provisions. The Parties to this Agreement agree and consent to the jurisdiction of and venue in the state or federal courts in Muskegon County, Michigan in all disputes arising out of or relating to this Agreement. In the event that any provision of this Agreement is declared invalid or void by statute or judicial decision, such action shall not invalidate the entire Agreement. It is the express intention of the Parties that all other provisions not declared invalid or void shall remain in full force and effect. The failure by either Party to act with respect to a breach by the other shall not constitute a waiver of the right to act with respect to subsequent or similar breaches. This Agreement constitutes the entire Agreement between the Parties.
- 21) *Additional Provisions.* Buyer agrees to meet the requests and additional considerations outlined in the attached Artist Performance Rider to the best of Buyer's ability.

I have read and agree to all terms as written in this Agreement.

Buyer

Signed _____

Printed Name _____

Date _____

Big House Blues Band

Signed _____

Artist Representative: James R. Humphreys

Date _____

**Artist (Artist) Performance Rider
& Additional Considerations:**

- Artist is hired as an independent contractor, not as an employee of Buyer.
- Artist/Buyer (circle one) will supply full and adequate stage light system.
- Artist/Buyer (circle one) will supply full and adequate audio P.A. sound system.
- Artist may require services of additional stagehands to be supplied by Artist/Buyer (circle one). Appropriate gratis entry to venue and identification/badging are to be supplied by Purchaser.
- Green-room/dressing-room provisions provided by Buyer (clean, with full length mirror) are requested.
- Accommodations (clean and secure) and travel expenses may be required, supplied by the Buyer, for events outside of a 50 mile radius of the Muskegon Michigan area.
- Buyer will allow Artist full video and audio recording permission.
- Buyer will supply staging large enough to accommodate 9 musicians comfortably. Minimum stage size required is 16' x 20' [Stage must support: drums (13 piece), bass, 2 guitars, 2-teir keyboard + guitar, congas, 3 member horn section, singer.]
- Audience still photography is allowed.
- Audience recording (audio or video) is prohibited.
- Radio broadcast of the performance is allowed (pre-recorded or live) upon review and/or approval of Artist on a per performance basis.
- Full payment is expected immediately following the Artist's performance in a private location away from the audience. Payment is to be coordinated with Artist's Booking Contact/Manager.

Buyer initials _____