

CONTRACT#: 988 for the personal services of musicians on engagement described below made this 9th day of Feb, 2023 between the undersigned purchaser of music (herein called "Purchaser") and 7 musicians (herein called "Performer(s)").

Name of Performer(s): Band X
Leader: David Cole

Name and Address of Place of Engagement:
Loganville

Date: Saturday June 25, 2023

Start and Finish Times: 7:30-9:30pm

Type of Engagement: Festival

Fee (Full Amount Agreed Upon): \$5000.00

Additional Terms: 9 Meals for band and crew. Sodas/bottle water from load in through load out

*Overtime to be discussed if necessary. Overtime is a pro-ration of original fee.

Purchaser to Make Payment as Follows:

One half of total amount (\$2500.00) is due no later than 02/23/2023. Balance is due no later than 06/18/2023. All checks are to be made payable to DAVID COLE (not Band X).

*Credit card payments can be made by Paypal, and there will be a 3% charge for any such payments.

*If the final payment is made by credit card, it must be handled in advance of the day of the event.

Terms and Conditions on the next page are hereby made part of this contract

Purchaser's Name: _____

Purchaser's Signature:
X _____

Purchaser's Address: _____

Purchaser's Phone and Email:

Band Leader's Name: David Cole

Band Leader's Signature:
X drc

Address: 3787 Oxford Way Marietta, GA 30062

Phone and Email: 404-291-3042 msmanilo@aol.com

Additional Terms and Conditions

- Purchaser agrees to be responsible for any injury to performer(s) or damage to any of performer(s) or damage to any of performer(s) equipment if caused by purchaser, purchaser's guests or employees, whether intentional or through negligence.
- Performer(s) execute this agreement as independent contractors, not as employees of the purchaser.
- Performer(s) obligations are subject to detention or prevention by any cause beyond performer(s) control. In such case, there will be no claim for damages by either party and the deposit will be refunded in full to purchaser or a comparable performer will be substituted. No substitution of the performers as a whole will be made without purchaser's authorization.
- Leader shall at all times have complete control and supervision over the services of his personnel as well as the details of the performance to fulfill the requirements of this agreement.
- Purchaser will be responsible for satisfying venue requirements for insurance, if any.
- Cancellation of this contract by purchaser will result in forfeiture of the deposit or one half of the "full amount agreed upon"- whichever sum is greater, whether or not deposit has been received.
- Cancellation by the purchaser less than sixty days prior to the date of this engagement will result in the "full amount agreed upon" being due and payable to performer no later than the date of the event on page one of this contract.
- If for any reason, the event is delayed on the day of the event due to no fault of the performers, and the performers do not perform for the specified contracted amount of time before the specified ending time, there are no refunds due under any circumstance.
- Parking charges incurred by the performers will be the responsibility of the purchaser.
- If the purchaser needs to change the date for any reason, the new date will be dependent upon the performers availability, and a 10 percent fee will be added to the total amount due.
- Credit card payments made by Paypal will incur a 3% charge to whatever payments are made in this manner. Payments can be broken into a combination of check or credit card payments, depending on the purchasers preference.