

THE RESPECTABLES
Performance Agreement

C/o- Brian Philbin
112 Braxton Park Ln.
Goodlettsville, TN 37072

Website - www.therespectables.com
Email- therespectables@comcast.net

CONTRACT

For good and valuable consideration stated below, _____ (Hereinafter called PURCHASER) and The Respectables (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: _____

* Event start time is defined as when guests arrive at event location.

* Band will be set up and sound checked no less than one half hour prior to the arrival of guests.

* If client requires band to be set up and sound checked prior to one half hour before event start time (as defined above) then overtime rates will apply.

TIME EVENT WILL END: _____

FULL WAGE AGREED UPON: _____

(PAYABLE BY CASH, CHECK OR MONEY ORDER TO: *THE RESPECTABLES*)

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 Tennessee. 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 RESPECTABLES. It is further agreed that any cancellation by the PURCHASER will result in the forfeiture of thePURCHASER’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: ARTIST

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

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.

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CONTRACT RIDER

The following Rider is to be attached and made part of the contract between [redacted] and The Respectables. This rider is made part of the performance contract in order to insure that most successful engagement possible.

Stage: stage area will be accessible to the ARTIST’s crew at least Two (2) hours prior to the arrival of guests. PURCHASER will provide a stage or area preferably of the following dimensions: 16’ x 24’.

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.

Electrical requirements: ARTIST will require access to nearby (within 20 feet) electricity of at least three (3) dedicated 20 amp circuits that are not being shared for other uses.

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

Food / Beverage: Meals are always appreciated. PURCHASER will arrange for ARTIST to use the same beverage and food service as the guests (buffet, bars, coolers, etc), or pre-arrange a “vendor meal” with caterer.

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

Outside Event: ARTIST can perform outside. 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 three (3) dedicated 20 amp circuits that is 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). Any roofed structure with at least 10 feet distance between the band and the edge of roof, or a tent with sides is considered adequate. 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. **Will the engagement be inside or outside?** [redacted]

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 “The Respectables”. 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 paid prior to the end of the engagement.

ARTIST will take up to three (3) fifteen (15) minute breaks as appropriate during the course of a standard four (4) hour engagement. During breaks in live performances, music will continue via DJ unless otherwise notified.

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. If agreed upon by both parties, a substitution will be made.

[redacted] _____
Purchaser’s Signature Date Artist’s Signature Date
ADDITIONAL TERMS:

Wedding Information Sheet

Please Return Information 30 days before event

Brides' Name: _____

Groom's Name: _____

First Dance: Before Dinner? _____ After Dinner? _____

First Dance Song Title: _____ Artist: _____

Bride Dancing With Father: Yes ___ No ___ Song _____ Artist _____

Groom Dancing With Mother: Yes ___ No ___ Song _____ Artist _____

- **If you have particular song(s) in mind for your First Dances, we will be happy to learn them. Please allow 30 days advance notice of song choices.**

Bouquet Toss: Yes ___ No ___

Garter Toss: Yes ___ No ___

Toast Given By: _____

Other Special Presentations Planned? : _____

Wedding Party Introduction List

Grandparents of the Bride: _____

Grandparents of the Groom: _____

Parents of the Bride: _____

Parents of the Groom: _____

<u>Bridesmaids</u>	<u>Escorted By</u>	<u>Groomsmen</u>
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Name

Name

1 _____ / _____

2 _____ / _____

3 _____ / _____

4 _____ / _____

5 _____ / _____

6 _____ / _____

Flower Girl: _____ / Ring Bearer _____

Maid of Honor	Escorted By	Best Man
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_____ / _____

Bride and Groom (To be announced as):
