

Band Contract

ENGAGEMENT AGREEMENT

1. AGREEMENT made this _____ day of _____, 20____, between _____
_____ (hereinafter referred to as Artist) and _____
_____ (hereinafter referred to as Purchaser).
2. DATES OF ENGAGEMENT (daily or weekly schedule and/or daily clock hours)

3. KEY PERSONNEL PROVISIONS Changes in the following key personnel must be approved by Purchaser before or during engagement.

4. JOB DESCRIPTION or PURCHASER'S REQUIREMENTS

5. ARTIST – INDEPENDENT CONTRACTOR
 - A. Pursuant to paragraph #4 _____ shall at all times have complete supervision, direction and control over the services of the personnel on this engagement and expressly reserves the right to control the manner, means and details of the performance of services to fulfill the entertainment requirements.
 - B. Leader represents that the performers listed are available to perform the engagement. If a listed performer should be unavailable, leader shall arrange for a replacement and notify Purchaser.
 - C. The Artist executes this agreement as an independent contractor, not as an employee of the Purchaser. Responsibility for appropriate payments of payroll taxes and charges under applicable federal and local law will be assumed by the Artist.
6. CONTRACT PRICE _____ PAYMENT SCHEDULE _____
7. The recording, reproduction, or transmission of Artist's performance is prohibited absent written consent of Artist and his/her Union (if applicable).
8. COMMENCEMENT OF ENGAGEMENT TOGETHER WITH PHYSICAL DELIVERY OF THIS CONTRACT IS DEEMED TO BE ACCEPTABLE OF ALL TERMS BY THE PURCHASER. IN CASE OF RAIN OR INCLEMENT WEATHER FORCING INABILITY OF THE ARTIST TO PERFORM, PAY WILL BE AGREED UPON BETWEEN ARTIST AND PURCHASER PRO-RATED TO AMOUNT OF TIME PLAYED.
9. ARBITRATION OF CONTROVERSIES. Any controversy or claim arising out of or relating to this contract or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association or its equivalent, in a court of law, and judgment upon award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.
10. If any of the provisions hereof are determined to be void by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force.

We acknowledge and confirm that we have read and approved the terms and conditions set forth in the contract.

Purchaser Name _____ Leader Name _____

Signature _____ Signature _____

Street _____ Street _____

City _____ City _____

State _____ Zip _____ State _____ Zip _____

Contact Phone _____ Contact Phone _____