



Purchaser Name:
 Purchaser Title:
 Purchaser Address:
 City, State, Zip:
 Purchaser Phone:
 Purchaser Email:

The Mystic Fire Band
 Chris Douglas (219) 864-0081
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 331 Nottingham Ln.
 Schererville, IN 46375
 EIN 20-3083277

PERFORMANCE CONTRACT

The Band, "Mystic Fire", agrees to perform under the following contractual terms.

Name and Title of Purchaser:

Name of Engagement:

Address/Location:

Date(s) of Engagement:

Starting and Finishing Times of Engagement:

Number of Sets (if required):

Wage Agreed Upon:

Payment Procedure:

Other Terms/Instructions:

Sound system and engineer to be provided by : ___ Band, ___ Purchaser, ___ other: _____

Name of sound contractor: _____.

Stage lighting to be provided by: ___ Band, ___ Purchaser, ___ other: _____, ___ N/A

Name of lighting contractor (if applicable): _____.

Stage to be provided by: ___ Band, ___ Purchaser, ___ other: _____

Name of stage contractor (if applicable): _____.

Note: Read the contract verbiage below regarding covering the stage for outdoor events.

Other contracted service(s): _____, ___ N/A

provided by: ___ Band, ___ Purchaser, ___ other: _____

Time that the stage area will be available to the Band and its subcontractors: no later than _____.

Earlier setup: ___ possible, ___ not possible, earliest setup time (if applicable): _____.

Time that the Band must finish its setup and sound check: no later than _____.

Note: Typically, the performance area (stage) must be available for setup and sound check at least 2 hours in advance of the scheduled performance time. For a big production show, if the Band provides the sound and/or lighting, the stage area and electrical service must be available at least 5 hours in advance of the scheduled performance time. At least 60 minutes is required to break down and clear the stage area, 2 or more hours if the Band provides the sound and/or lighting.

Special loading, setup instructions:

Dress:

Guests of Band members: ___ allowed, ___ not allowed, ___ not applicable

Dinner: ___ provided, ___ not provided, ___ not applicable

The Band warrants its ability to perform subject to documented detention by severe illness, strikes, severe or unusual weather events (including but not limited to: tornadoes, hurricanes, severe flooding, severe blizzards, dangerous winter weather, violent thunderstorms), acts of war or terrorism, or any other legitimate condition that is beyond the Band's control. The Band will not be held responsible for any financial or material loss incurred by the Purchaser as a result of the above listed conditions.

Electrical requirements: It is the responsibility of the Purchaser to provide adequate electrical power. Unless the stage area is specifically wired for a professional sound system, we require a direct tap to the main electrical breaker box. If a direct tap is not possible, then 3 separate 20 amp circuits (dedicated for the Band's use only) must be available to the Band within 30 feet of the stage area. For outdoor events, a large generator capable of handling the electrical load must be available to the Band and the production contractors within 50 feet of the stage area.

If the Purchaser provides the sound system and engineer, the Band reserves the right to supervise the sound level and mix by a designated sound technician of the Band's choosing.

If the event is outdoors, the stage must be sufficiently covered to provide protection from rain and small hail (an average thunderstorm). Failure to provide adequate protection from normal expected weather conditions will be cause for the Band to cancel its performance without penalty if threatening weather conditions are present within two hours of the Band's scheduled performance.

In the event that one or more Band members are unable to perform at the event, the Band will make a reasonable effort to provide competent substitute musicians to fill in for the missing Band member. Due to the technical nature of the musical material and the difficulty of finding competent substitutes on short notice, the Band will not be held liable for a missing musician at the performance. The Band reserves the right to cancel the performance based on the ability of the Band to perform to expected professional levels based on the musicians available for the performance.

In the event that the performance is canceled by the Purchaser or the performance cannot take place because of

safety concerns or inadequate facilities (including but not limited to: inadequate electrical power, poor stage construction, uncovered stage with threatening weather in an outdoor event, inability to load/unload equipment), the Purchaser agrees to pay the Band the full agreed upon wage.

In the event that the Band must cancel its performance, the Band forfeits its agreed upon wage.

The Band agrees to indemnify and hold Purchaser harmless from and against all liability claims for bodily injury or property damage in connection with or relating to actions arising out of the performance.

The Purchaser agrees to indemnify and hold the Band harmless from and against all liability claims for bodily injury or property damage in connection with or relating to actions arising out of the performance.

The relationship between the Purchaser and the Band is that of independent contractors.

The undersigned (Purchaser and Band) warrant and represent that they are authorized to execute this agreement on behalf of their respective parties.

This contract and any accompanying riders may not be modified or waived except by a written document signed by both parties.

No verbal agreement(s) shall bind the parties. All terms and conditions of this transaction are included in this contract agreement. This agreement shall be binding on the parties hereto, their personal representatives and successors. There shall be no assignment of this contract agreement, other than operation of law, by either party.

Print Purchaser's Name

Print Band Leader's Name

Signature of Purchaser

Signature of Band Leader

Date

Date

