

BAND TIPS: DJ/ Artist/ Performer/ Musician PERFORMANCE BOOKING AGREEMENT



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NOTE: This is a standard, basic booking agreement meant to offer a structure for a booking contract based on various booking contracts that the FMC have devised and provided information on, It has no legal status and all legal agreements should be cleared by a registered solicitor.

This agreement ("Agreement") is mutually agreed upon by _____ also known as _____ ("Artist / Band / DJ") and _____, representative of _____ ("Promoter") on the _____ (date of Agreement).

1. SERVICES TO BE PROVIDED BY ARTIST / BAND / DJ

a) Provide at least a _____ DJing appearance at a dance party ("Event") located in the _____ (city and state/country) geographic area on _____ ("Date") between the hours of _____ (start time) and _____ (end time) ("Time").

2. SERVICES TO BE PROVIDED BY THE PROMOTER

a) Promoter agrees to provide all entertainment at the Event other than Artist / Band / DJ.

b) Promoter agrees to provide a venue for the Event, all necessary permits and licenses to lawfully conduct the Event, including obtaining and paying all work visas for Artist / Band / DJ as necessary, and all equipment for the operation of the Event and the performance by Artist / Band / DJ.

c) Promoter agrees to contact the following travel agent to make any and all necessary arrangements for prompt payment of airline costs incurred in Artist / Band / DJ's transportation to and from Event:
_____ (travel agent) _____ (phone number) for travel reservations from _____ to _____ and back, to arrive on _____ (arrival date), no later than three (3) hours prior to Event, and to depart on _____ (departure date) on _____ (airline).

d) Promoter agrees to provide Artist / Band / DJ hotel accommodations with a checkout time no earlier than three (3) hours before the airline departure time, consisting of ____ room(s) with 24 hour room service for a period of ____ night(s).

e) Promoter agrees to provide transportation, car service, or shuttle for Artist / Band / DJ to and from airports and Event location. If Artist / Band / DJ handles any transportation costs, Promoter agrees to promptly reimburse Artist / Band / DJ for the reasonable costs of such transportation.

f) Promoter agrees to provide a sober, (i.e. not intoxicated or inebriated by alcohol, narcotics and/or otherwise), responsible, trusted person ("Driver"), in their employ to escort Artist / Band / DJ to and from hotel, airport, venue, etc as well as to assist her in the event of problems checking in hotel, getting in venue, boarding flight, etc.

g) Driver is required to remain "on call" by way of cellular communication and/or pager throughout the duration of Artist / Band / DJ's stay, be in possession of a valid driver's license, hold current auto insurance on vehicle driven in amounts customary and reasonable and be in possession of detailed directions both to, from and including hotel, airport and Event location.

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3. COMPENSATION OF ARTIST / BAND / DJ

a) Promoter shall pay Artist / Band / DJ the sum of €_____ in EURO ("Fee") for the rendering of service(s) hereunder. Payment, along with any correspondence pertaining to this Agreement is to be mailed to:

_____ (address)

b) Promoter shall pay promptly the sum total of all receipts for lodging Artist / Band / DJ unless either Promoter or Artist / Band / DJ has made other arrangements or reservations to accommodate Artist / Band / DJ.

c) Promoter shall pay Artist / Band / DJ 50 percent of the Fee as a good faith non-refundable deposit no later than one (1) week after receipt of this contract in order to secure booking engagements. Payment should be made in the form of cash in € (via wire transfer), cashiers cheque, or money order made payable to Artist / Band / DJ.

d) Promoter shall pay Artist / Band / DJ the remaining Fee no later than one (1) hour after her arrival in the form of cash in € unless otherwise agreed, and prior to the commencement of Artist / Band / DJ's performance.

e) Promoter shall not offset any expenses or taxes of any type against the Fee.

4. CANCELLATION

a) In the event that the Promoter cancels the Event with at least 30 days prior notice from its scheduled Date and Time as detailed hereunder, no refund of any monies paid in advance to Artist / Band / DJ shall be made and the balance of the monies due to Artist / Band / DJ shall be waived.

b) In the event that within 30 days of the Event, as detailed hereunder, the Promoter cancels the Event or if the Event fails to happen for any reason including Act(s) of God and/or closure by any local, state, or EU Law the full amount due shall be payable to Artist / Band / DJ.

c) Notice of cancellation in advance shall be deemed received only upon direct voice contact between Artist / Band / DJ and Promoter. In the event that this is not possible Promoter should notify Artist / Band / DJ by written communication sent via overnight express delivery.

d) It is hereby agreed and understood that should Artist / Band / DJ fail to appear for reasons such as any Act of God, civil war, natural disaster or airline or other transportation problem over which Artist / Band / DJ has no control, this Agreement still stands.

5. INVOICING AND PROMOTIONS

a) Artist / Band / DJ shall be billed on all promotional materials

as: _____ [name and affiliations of Artist / Band / DJ]

b) Promoter shall not represent Artist / Band / DJ on any promotional materials through the use of derogatory descriptions, gender specific terms or unsuitable images (such as obscene, violent or degrading depictions of women). Any questions regarding the appropriateness of a word, phrase or image should be directed to Artist / Band / DJ.

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c) The production of and/or distribution of any/all promotional materials displaying Artist / Band / DJ's name(s) or likeness prior to Artist / Band / DJ being in receipt of the deposit required by paragraph 3(c) is unacceptable.

d) Promoter agrees to provide Artist / Band / DJ with copies of all promotional material involved in Event, such as fliers, posters, advertisements, photographs, video and audio recordings, within one week of end of Event.

6. EQUIPMENT PROVISIONS

a) Equipment shall be provided by the Promoter as follows:

Two (2) Technic model 1200 or 1210 Professional grade turntables including needle cartridges. (or whatever equip needed)

At least one (1) spare needle cartridge, per turntable, to be made readily available to Artist / Band / DJ during performance.

Professional grade mixer with cross fader. · Two (2) loud monitor speakers or one (1) loud monitor speaker that may be moved either to left and/or to right of the turntables.

Monitor volume must be accessible to Artist / Band / DJ during the performance.

Monitor power must be derived from a source other than that of the house system.

7. MISCELLANEOUS

a) Promoter indemnifies Artist / Band / DJ from any liability arising from actions of the Event Promoter, or Promoter's officers, directors, shareholders, principals, employees or agents, or arising out of the Event itself.

b) In the event that any legal action is brought against Artist / Band / DJ as a result of the Event Promoter, or Promoter's officers, directors, shareholders, principals, employees or agents, or arising out of the Event itself, Promoter agrees to bear all costs associated in the defence of itself and Artist / Band / DJ in such action(s).

c) This Agreement may be changed only by mutual agreement of authorized representatives of the parties in writing.

d) This Agreement and conduct pursuant thereto shall be governed in all respects by the laws of Ireland without reference to its principles of conflict of laws. Any disputes between the parties as to the Agreement shall be litigated before a court in California

and each party hereto consents and submits to the jurisdiction of such court over such dispute.

e) If Promoter signs below as any entity other than himself or herself as an individual, Promoter agrees that s/he is lawfully authorized to enter into this Agreement on behalf of such entity and that the entity represented is in good standing with any local, state, EU jurisdictions.

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- f) In the event that (1) Artist / Band / DJ is advertised for event but is not sent deposit or (2) proper travel arrangements to secure the booking have not been made, Promoter agrees that it is responsible for paying Artist / Band / DJ the full amount of the deposit regardless of whether Artist / Band / DJ is present at event. This payment should be sent via overnight express delivery no later than one (1) week following the event.
- g) Promoter is required to ensure that the stage/DJ booth is kept locked at all times. Promoter is to ensure that no other person other than the Artist / Band / DJ and/or Event technical staff are to enter stage/DJ booth area, at any time, before and/or during Artist / Band / DJ's performance.
- h) Promoter is required to fulfill all of Artist / Band / DJ's reasonable requests in regards to food and beverage needs and guest list privileges at the Event.
- i) The number of persons attending Event shall not affect the said terms and conditions contained herein.
- j) Nothing contained herein shall be construed as creating any agency, partnership or other form of joint enterprise between the parties.
- k) This Agreement may not be assigned, in whole or in part, by either party without the prior written approval of the other party to this Agreement. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.
- l) This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Promoter(s): _____ (signature)

Representative of: _____

Artist / Band / DJ: _____ (signature)

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Updated April 2004