

The Commodores Big Band

The Best In Big Band Entertainment For Your Dancing And Listening Pleasure

commodoresbigband@shaw.ca

This agreement for the purchase of musical services is made this ____ day of _____ 200_, between the undersigned Purchaser of Entertainment, herein called the Employer, and the Commodores Big Band, herein called the Employee. In consideration of the mutual covenants herein contained and other good and valuable consideration, the Employer and the Employee here to agree as follows:

Employer:

Name: _____
Mailing Address: _____
City/Prov/Postal Code: _____
Phone: _____
Fax: _____
E-Mail: _____

Location of Employment:

Name of Venue: _____
Address: _____
Venue Manager: _____
Contact Phone: _____
Contact Fax: _____

Date(s) of Employment: _____

Hours of Employment: _____

Type of Engagement: _____
(specify dance, concert, wedding, etc.)

Facilities Required:

- 2 - 15 amp AC power outlets
- Use of all available stage risers
- Require a 1 hour set up time - to be decided later
- Parking for 12 vehicles - at no additional charge

Total Fee Agreed Upon: _____

Overtime costs will be \$200 per 1/2 hour

Deposit: \$300 deposit required upon receipt of this contract

Balance owing _____
(to be paid on the date of the engagement, see below)

Sample Contract for Services

Payment of Fee: Immediately upon completion of engagement.

Additional Terms:

Please sign and date to execute this contract. Make an additional copy for your records, and return the second copy along with your deposit, to _____ . The Commodores Big Band shall not be bound by this contract until it is signed and received by our office.

Employer Signature: _____ Date: ____/____/____

Employee Signature: _____ Date: ____/____/____

Additional Conditions

This contract contains all the agreements by the parties hereto. There are no promises, agreements, terms or conditions other than those contained herein. This agreement shall apply to and bind all parties and may not be changed orally. The laws of the Province of British Columbia govern this contract. Any fees associated with the enforcement of this contract will be borne by the Employer.

The employer shall pay the entire balance remaining (as indicated on the previous page), plus any additional overtime charges, in Canadian currency, immediately upon completion of engagement. All balances must be paid by cash, money order or Cheque. All cheques should be made payable to the Commodores Big Band. Checks returned for insufficient funds are subject to a \$30 surcharge.

The total fee agreed upon applies to the performance time set forth as indicated on the previous page of this agreement. Performance time added after this agreement has been signed (overtime) will be provided at the rate of \$100.00 per half hour. Fees for additional performance time must be paid prior to the additional performance.

In the event of a late start time, due to no fault of the employee, the employee is only obligated to the scheduled time frame, exceeding this time frame is up to the discretion of the employee. The price quoted will stand as is regardless of the event start time.

All deposits are non-refundable. Any exceptions to this would be at the discretion of the employee, given unusual circumstances. Any postponements may have their deposit applied to the later date, if date is available. The deposit may not be assigned to a third party. The deposit amount shall be subtracted from the total fee agreed upon.

All payments are due on the date of service. Any late pays must be prearranged with _____ or _____. If not prearranged, late pays will be charged an additional \$5.00 per day beginning with the date of event and terminating with the postmark of the final payment. All small claims fees and attorney fees will be charged onto the employer's balance, if legal action is the only apparent option for payment of services rendered.

The Commodores Big Band is not registered for the G.S.T.

Either the employer or employee may cancel this contract. Any cancellation must be submitted, in writing, no less than 30 days before the scheduled event. This is to provide each party with an actual statement

Sample Contract for Services

clarifying the cancellation. Phone calls are not a reliable receipt of a cancellation. If the employer cancels this agreement within 30 days of the date of the engagement, the employer shall be held responsible and liable for the balance payment and items of payment under this contract.

It is the employer who shall be responsible to provide a proper performance area. A minimum area of 26 feet long by 16 feet deep with 15 armless chairs and minimum electrical power requirement of two dedicated 15 amp. circuits are required for the employee to properly set up. Not having a reserved space could and will lead to a delay in the start time of the event.

No part of this performance shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the employee relating to and permitting such recording, reproduction or transmission.

Special music requests must be submitted at least six week prior to the engagement for it to be included in the programme. Requests made after that time will be considered but not guaranteed.

The employer accepts full responsibility and agrees to be liable for any damage done to the employee's person and equipment by themselves, their guests, and/or agent(s).

The employee is willing to review and discuss any terms listed in the entire contract, please feel free to contact the Commodores Big Band at any time.

It is mutually agreed that by returning this contract, signed and with deposit (if required), that the hiring party has read and fully understands the terms, conditions and procedures outlined throughout this contract and thus accepts the contract and is willingly bound to the contract.