

FELL FROM ZERO Band Performance Contract

BAND PERFORMANCE CONTRACT

This contract (the "Agreement") is made on this day of ___ / ___ /20___, between the Venue Owner/Operator _____ (the "Operator"), and **Fell From Zero** (the "Band") for the hiring of Band as independent contractors to perform (the "Show") for Operator at _____ (the "Venue"), located at the address _____ (Address of Venue).

It is agreed as follows:

1. **Place, date, and time of Show.** The parties agree that the time and place of Show(s) will be in accordance to the "Booking Chart" below:

Date	Venue	Show Time	# of 50 min. Sets	Show Fee
		10:00 to 1:30	3, with Qty. 2-20 minute set breaks	See Payment Schedule Sec. 3
		10:00 to 1:30	3, with Qty. 2-20 minute set breaks	See Payment Schedule Sec. 3
		10:00 to 1:30	3, with Qty. 2-20 minute set breaks	See Payment Schedule Sec. 3
		10:00 to 1:30	3, with Qty. 2-20 minute set breaks	See Payment Schedule Sec. 3
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Booking Chart

- "Date" is the date of the performance.
- "Venue" is the performance venue where Band will perform.
- "Show Time" is the time when the band will perform.
- "# of 50 min. Sets" is the description of the division of performances with Show.
- "Show Fee" is the amount charged by Band to Venue for the Show line item.

2. **Description of Show.** Show will be a musical performance with musical content decided by Band. Sound and lighting Production will be provided by the Operator. Band will provide personal instruments and backline equipment for Band use only.

3. **Payment.** Compensation for the Show will be **in accordance to the Pay Schedule Below**, and in US dollars, payable by Cash only. A 0% deposit of Fee is due on the signing of this contract. Each show fee is due immediately following each of the Band's shows, but may be made earlier.

Total Shows Scheduled within 12 consecutive month period	Show Fee, Venue Provides Production	Show Fee, Band Provides Production
1-3	\$ Per Show	\$ Per Show
4-5	\$ Per Show	\$ Per Show
6+	\$ Per Show	\$ Per Show

Payment Schedule

- Prices shown are limited to the shows listed in the Booking Chart within this contract. Additional shows scheduled outside of this contract will not contribute to the determination of any fees for any shows within this agreement.
- All terms of this contract apply for each Show scheduled within this contract.
- Production fees are an additional \$400 per event. Production includes sound and light system.

- d. Attendance Clause: A completed Show with total patron attendance of less than 20% of the venue's legal patron capacity, allows Operator to negotiate up to a 25% fee reduction at the end of each show. Both Operator and Band must agree unilaterally on the attendance count and attendance counting methods for the fee reduction negotiation to be valid. Otherwise Fee must be paid in full as agreed.

4. **Cancellation.** If full Show fee payment is not made to Band immediately following each Band's Show, Operator agrees that Operator is in direct violation of this contract and agrees to pay all Arbitration fees, delinquent Show fees, and any damages awarded by through arbitration, and any remaining Shows on this contract may be cancelled at any time by Band, and Operator may not seek any damages from Band. Cancellation may be made by Operator prior to the time of Show, in which case Operator must pay Band's full Fee for the canceled show. Either party (Operator or Band) may cancel any or all remaining shows not yet performed if greater than 30 days written notice of cancellation is given prior to the next show, or if either Band or Venue can no longer operate as said Venue or said Band.

5. **Force Majeure.** In the event Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of Band, the 0% deposit of Fee is non-refundable, but no other portion of Fee is due, and the parties may negotiate a substitute Show on the same terms as this Agreement, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.

6. **Band Guest-Passes.** Operator will make available to Band 5 complimentary guest-passes to Show for Band to use at Band's sole discretion.

7. **Food and Drink.** Operator will provide Band with 10 bottles of water.

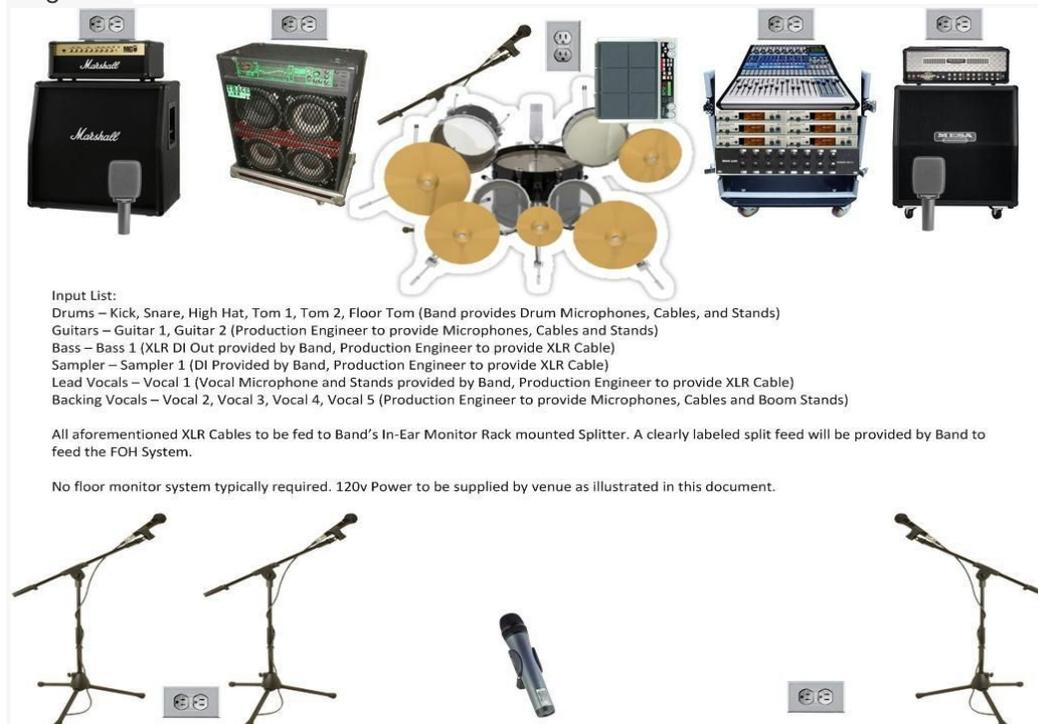
8. **Parking.** Operator will secure sufficient parking for Band's personal vehicles within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the show and lasting until 1 hour after the show.

9. **Sound Systems Check.** A sound check conducted by Band of Venue's sound system is required, at a time to be mutually arranged between Band and Operator. A competent sound system and light system engineer must be provided by Venue if Venue is providing Show production.

A penalty fee of \$500 will be added to the Show fee, and this fee is due at the same time as the Show fee, if any of the following occur: (Valid only if Venue is providing Sound and Lighting production)

- Venue fails to provide a minimum of one competent Production Engineer for Show
- Venue fails to notify Band when no competent Production Engineer can be provided 10 days in advance
- Production Engineer performs below Band's reasonable expectations of a competent Production Engineer.

Stage Plot:



10. **Security, Health, and Safety.** Operator warrants that Venue will be of sufficient size to safely conduct Show, that Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary. Operator maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims.

11. **Indemnification.** Operator indemnifies and holds Band harmless for any claims of property damage or bodily injury caused by Show attendees.

12. **Arbitration settles disputes.** All claims or disputes by either party from or under this Agreement will be submitted to arbitration using the service located at <http://www.net-arb.com.php> (the "Arbitration Service") and according to the rules of that Arbitration Service. Any court that would otherwise have had jurisdiction over the dispute will enforce both settlement by the Arbitration Service and any arbitration award. Parties seeking arbitration will do so at their own costs, paying any fee charged by Arbitration Service to submit the case to Arbitration Service. These costs may be recovered from the other party in an arbitration award.

13. **Severability.** If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

14. **Interpretation.** Agreement will be interpreted according to the laws of the state of Pennsylvania.

15. **Riders.** Nothing in Agreement shall prevent any rider from being added to Agreement that is favorable to Band, as judged by Band. All riders must be in writing and signed by the party against whom enforcement is sought.

The below-signed Band Representative warrants s/he has authority to enforceably sign this agreement for Band in its entirety. The below signed Operator's Representative warrants s/he has authority to bind Operator and Venue (above).

Signature of Band Representative: _____

Band's Representative typed name and title: Robert M Patterson

Bands typed name: Fell From Zero

Operator's Representative Signature: _____

Operator's Representative printed name and title: _____



Input List:

- Drums – Kick, Snare, High Hat, Tom 1, Tom 2, Floor Tom (Band provides Drum Microphones, Cables, and Stands)
- Guitars – Guitar 1, Guitar 2 (Production Engineer to provide Microphones, Cables and Stands)
- Bass – Bass 1 (XLR DI Out provided by Band, Production Engineer to provide XLR Cable)
- Sampler – Sampler 1 (DI Provided by Band, Production Engineer to provide XLR Cable)
- Lead Vocals – Vocal 1 (Vocal Microphone and Stands provided by Band, Production Engineer to provide XLR Cable)
- Backing Vocals – Vocal 2, Vocal 3, Vocal 4, Vocal 5 (Production Engineer to provide Microphones, Cables and Boom Stands)

All aforementioned XLR Cables to be fed to Band's In-Ear Monitor Rack mounted Splitter. A clearly labeled split feed will be provided by Band to feed the FOH System.

No floor monitor system typically required. 120V Power to be supplied by venue as illustrated in this document.

