



BOOKING AGREEMENT

(Prepared by Ryan G. Kittleman, Esq. - Colony Pictura Law Office – 415.625.3390)

This agreement is between:

Jack Tracy p/k/a Jack's Ukulele (hereafter referred to as "Artist")

P.O. Box 835 Hermosa, Beach, CA 90254

303-960-8455

jacktracy55@gmail.com

-AND-

Name: _____, (hereafter, "Client")

Address: _____

Phone: _____

Email: _____

A) EVENT INFORMATION

1. Type of event: _____

2. Number of guests: _____

3. Date & Time of Performance:

a. Date: _____

b. Start Time: _____

c. End Time: _____

4. Event Location:

a. Address: _____

b. Phone: _____

5. Performance :

a. Jack Tracy Solo Ukulele:

b. Duo (add bass or percussion): NA

c. Band (add bass/guitar/percussion): NA

6. Is the event outdoors? (See paragraph C7 below for more information):

No: ____ If yes, identify any contingency plans. **

7. Additional Special Provisions:

Music requests, if any (for more information, see paragraph C6 below):

B) CLIENT PROVISIONS

Client agrees to the following:

1. Artist's Compensation - One Hundred Dollars per hour/2 Hour Minimum

a. Hours _____

b. Travel _____

2. Final Payment: \$ _____ . The final payment and any overtime/delay of start fees are due no later than the time of the conclusion of the performance **Cash Preferred**.

3. Client Time, Date, Venue Change – If the Client changes the time, date and/or venue with reasonable notice to Artist, the client is required to sign a new agreement for the new time, date and/or venue, and Artist's ability to perform will be subject to Artist's professional availability.

4. Artist Recordings – Recordings of the performance may be made for private use only.

5. Cigarette Smoke - The Client agrees to furnish a place of performance that is free from cigarette smoke.

6. Client Family, Guests, Employees - The Client shall take full responsibility and liability for the actions of his/her family, guests (including children), patrons, agents, employees or any others deemed necessary to the performance. The Client's family, guests (including children), patrons, agents, employees or any others deemed necessary to the performance are not the responsibility of, nor the employees of, the Artist.

7. Performance Curfews - The Client shall take full responsibility and liability for any performance, stage or lock-up curfews at the event venue, and the Client shall not be entitled to a full or partial refund in the event of a time restriction shortening Artist's performance as a result.

C) ARTIST PROVISIONS

The Artist agrees to the following:

1. Artist Performance - The Artist shall perform, dress and present himself in a professional manner. The Artist will provide all necessary instruments, equipment, and supplies needed for the performance. The Artist shall at all times have complete supervision, direction and control over the manner, means and details of this performance.

2. Artist Performance Time - The Artist's performance time shall be deemed to be from the agreed performance start time to the agreed performance finish time. The Artist will make a reasonable effort to be ready to perform fifteen (15) minutes prior to the agreed performance start time in the event that the performance is required earlier by mutual agreement with the Client. The Artist reserves the right to arrive at the venue at the time deemed necessary by the Artist for set-up prior to the performance time stated above.

3. Artist Performance Rest Breaks – For agreed performance times of greater than one (1) hour in duration the Artist shall take a rest break of ten (10) minutes duration away from his instrument after every full hour of performance.

4. Performance Time – Unless agreed to in advance, additional performance time for overtime ceremonies is at the discretion of the Artist and is subject to the Artist's professional availability. A fee for additional playing time or rehearsals is applicable should the parties mutually agree to such extensions of this performance time. If the start of the performance is delayed by thirty (30) minutes or more due to no fault of the Artist, an overtime fee will be charged.

5. Artist Space and Lighting Requirements - The Client will provide a safe playing location with sufficient ambient light for the performance.

6. Music Requests - The Artist will try to accommodate reasonable requests for particular song selections chosen by Client, but Artist reserves the right not to play music requests at the event.

7. Outdoor Performance - The Artist shall neither play nor expose his instrument outdoors in inclement weather, or under the threat of inclement weather, with the further provision that under no circumstance shall the Artist's instruments get wet. The Client shall provide a solid, clean, level surface if the event is to be held outside. Pavement, concrete, wood, carpet or dry grass is acceptable. The instrument shall not be placed directly in damp areas, on sand, dirt or gravel.

The Artist will not perform in temperature ranges outside of ____ °F and ____ °F.

8. Set-up Time - The Artist does not charge for equipment set-up and site preparation as deemed necessary by the Artist.

9. If Artist is Unable to Perform - In the event that the Artist is unable to perform due to illness, accident, inclement weather, or other Acts of God, or any other legitimate condition(s) beyond the control of the Artist, the deposit and any other payment by the Client to the Artist for this engagement shall be refunded. Full refund shall be the complete extent of liability. The Artist shall make reasonable efforts to provide the Client with an introduction to a substitute musician.

10. Artist as Contractor - The Artist executes the terms of this agreement as an independent contractor, and not as an employee of the Client. Responsibility for payment of the Artist income taxes is assumed by the Artist.

D) Dispute Resolution

1. The Artist and Client agree that any dispute arising out of this Performance Agreement will be settled by binding arbitration, and that the Artist's maximum liability under any such settlement will be limited to the actual amount paid by the Client to the Artist.

Signed: ARTIST, Jack Tracy p/k/a Jack's Ukulele

Signature: *Jack Tracy*

Date: _____

CLIENT

Signature: _____

Date: _____

Client assumes responsibility for the acquisition of any necessary city permits. _____

Accepts Electronic Signature _____