



## SHARP DRESSED BAND PERFORMANCE AGREEMENT

This contract (the "Agreement") is made on this \_\_\_\_ day of \_\_\_\_\_, between \_\_\_\_\_ (the "Operator") and SHARP DRESSED BAND® (the "Band") for the hiring of Band as independent contractors to perform (the "Show") for Operator at \_\_\_\_\_ (the "Venue"), located at the address \_\_\_\_\_.

It is agreed as follows:

1. Place, date, and time of Show. The parties agree that the time and place of Show will be Venue, located at the address \_\_\_\_\_, on the \_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_ AM/PM.
2. Description of Show. Show will be a musical performance with musical content decided by Band. Show will last of a minimum of 180 minutes.
3. Payment. Compensation for the Show will be \$ \_\_\_\_\_ U.S dollars, payable by Event Coordinator, payable to Sharp Dressed Band LLC by certified cashier's check, Zelle or in cash only, NO personal checks will be accepted at any time for any reason. (together being the "Fee"). A 50% deposit of Fee is due on the signing of this contract. This is a required condition for the contract to proceed; if a 50% deposit of Fee is not tendered upon the signing of this contract, no further obligation for either party comes due. The remaining 50% of Fee is due immediately prior to Band's Show, but may be made earlier.
4. Cancellation. If full payment is not made by the time immediately prior to Band's Show, Show may be cancelled by Band, and Operator may not seek any damages. Cancellation may be made by Operator 7 days prior to the time of Show, in which case Operator's 25% deposit of Fee is non-refundable, but Operator will not have to pay the remaining 75% of Fee. If Show is cancelled within 7 days of the event, Operator must pay Band's full Fee. Band may cancel at any time prior to ticket sales by Operator, in which case Band must refund Fee in its entirety.
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 25% 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 save for the time of Show, with no further deposit of Fee due, 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 Tickets. Operator will make available to Band 8 complimentary tickets to Show for Band to use at Band's sole discretion.
- 6a. Band Support Staff. Operator will make available to band 6 All Access/ All Area backstage pass/laminates for the band and their support staff.
7. Food and Drink. Operator will provide Band with lunch and dinner or cash buyout at \$25.00 per band member per meal, and 24 quart sized, factory sealed bottles of Poland Spring water or suitable substitute to be made available upon the bands arrival.
- 7a. Travel. Operator will provide band with reasonable travel reimbursement costs for any venue secured, which includes New York State, which will include, but not limited to airfare, and ground transportation costs and lodging to include 3 separate and secure hotel rooms to accommodate the band which is to be arranged within 2 weeks of signing this agreement. The band or its designated representative shall be provided all reservation numbers provided by hotels, airlines, or ground transportation companies within 2 weeks preceding any event.

Failure to provide these items in the described timeframe shall result in cancellation of the event by the Band. Hotels must have amenities such as a wifi connection and restaurant /bar on its premises. **Motels are NOT acceptable lodging for any reason at any time.**

8. Parking. Operator will secure sufficient parking for Band's large cargo van, tour bus and/or personally owned vehicles within a reasonably convenient distance to Venue for a minimum period of 3 hours prior to the show and lasting until 2 hours after the show.

8a. Equipment Load In/Out. Operator will secure a sufficient timeframe for the bands equipment load in and out of the venue for a minimum period of 3 hours preceding the event, and 2 hours after the event

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.

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. Any and all concert attendees, venue staff, outsourced vendors and concession staff must produce either proof of completed COVID-19 vaccinations as recommended by the Centers for Disease Control (CDC), and/or a negative COVID-19 test result within 72 hours of scheduled event. Failure to comply with this request shall result in cancellation of event by artist or their authorized representative.

11. Indemnification. Operator indemnifies and holds *Sharp Dressed 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 URL resource locator: <http://www.judge.me> (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 will be their own costs, save that any fee charged by Arbitration Service to submit the case to Arbitration Service may be recovered from the other party in a 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 New York State and/or the state in which the event contracted is performed.

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.

16. Conflicts of Interest. *SHARP DRESSED BAND*® hereby agrees to not performing or booking any show with any competitive entity or venue within \_\_\_ miles of the venue mentioned on this contract for a period not to exceed \_\_\_ days from the date of the contracted event as signed and agreed by both parties mentioned on this agreement.

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 mentioned in Section 1 of this contractual agreement.

Signature of Band Representative: \_\_\_\_\_ Dated: \_\_\_\_\_

Band's Representative typed name and title: Bobby Dee, Band Leader/Trademark Owner

Band's typed name: *SHARP DRESSED BAND*™

Operator's Representative Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Operator's Representative typed name and title: \_\_\_\_\_