

WWW.MALONEPIPER.COM Appearance Agreement

THIS AGREEMENT is entered into this _____ day of _____ 20____, by and between the Jared Malone and Buyer identified below (collectively, the "Parties"). IN CONSIDERATION of the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Buyer hereby engages Jared Malone to provide a Performance upon the following terms:

1) Performer Contact Information:

Jared Malone
469-750-4440
www.malonepiper.com

2) Client Name & Address: _____

3) Client Phone Number: _____

4) Place of Performance: _____

5) Date of Performance: _____

6) Time of Performance: _____ a.m./p.m. until _____ a.m./p.m.

7) Performance Content: Jared Malone shall perform a performance of the type

designated as **bagpiper** at the date, time and place listed above. The

Performance shall last at least _____ hours.

8) Permits. Buyer warrants and represents that it has obtained all approvals, permits, licenses and/or variances necessary for the Performance.

9) Performance Fee. Buyer shall pay Jared Malone a Performance Fee of _____ as follows:

- Upon execution of this Agreement, Buyer shall pay to Jared Malone a Deposit of \$50.
- Following the Performance, Buyer shall pay to Jared Malone the Balance of _____.
- Payment shall be in the form of cash or check and be paid to Jared Malone on or before the date of the performance. **(NOTE: weddings must be paid in full at least 1 week prior to the event)**

10) Termination. Either Party may refuse or terminate the Performance due to violation of any law or regulation by the other Party, or any situation that the Party reasonably believes may be hazardous to any person or property.

11) Insurance. Buyer warrants and represents that it has, or shall obtain, sufficient personal injury and property damage liability insurance with respect to the activities of Jared Malone at the Place of Performance.

The obligation of the Parties shall be excused by detention of Jared Malone by sickness, accident, riot, strike, epidemic, act of God, or any other legitimate condition beyond the control of the obliged Party. If such circumstances arise in the case of Jared Malone, Jared Malone shall, at its discretion, obtain replacement personnel, or shall refund the Deposit to the Buyer. If such circumstances arise in the case of Buyer, Buyer shall, at its discretion, obtain a reasonably similar replacement venue available on the Date of Performance, or shall comply with the notice of cancellation provisions described herein. Neither Party shall be liable for indirect, special or consequential damages arising from any breach of this Agreement.

I have read and agree to all terms as written in this Agreement.

Client

Print Name _____

Signature _____

Date _____

Jared Malone

Print Name _____

Signature _____

Date _____