

VOCAL PERFORMANCE CONTRACT

This contract (the "Agreement"), dated _____, is made between **ToFER Productions, LLC d/b/a Sinatra Tributes** ("Sinatra Tributes") and _____ ("Venue"), for a vocal performance ("Show") as specified below.

It is agreed as follows:

1. **Place, date, and time of Show.** The parties agree that the time and place of the Show will be on the _____ day of _____, 20____, at _____ am/pm at the specified location of:

2. **Description of Show.** Show will be a vocal performance with song selection and content decided by Sinatra Tributes and as guided by your selections on the attached Booking Sheet. The Show will last approximately _____ minutes but may be shorter or longer as specified by you on the Booking Sheet.

3. **Payment.** Fees (Fee) for the show are payable by cash or check and will be determined by your set selections on the Booking Sheet. We reserve the right to require a 50% deposit upon the signing of this contract with the remaining 50% due immediately prior to Show, but may be paid earlier or by other mutually agreed upon arrangements. For venues outside of Bibb County, Georgia and the counties contiguous to it, mileage will be charged at 50 cents per mile for the total trip. Based on those criteria, the fee for the engagement is _____ and will cover the performance, mileage, and all other event related costs.

4. **Cancellation.** If full payment is not made by the time immediately prior to the Show, Sinatra Tributes reserves the right to cancel the Show and Venue may not seek any damages or remuneration from Sinatra Tributes. Cancellation may be made by the Venue any time up to seven days prior to the time of the Show, in which case the 50% deposit will be refunded in its entirety. Venue will forfeit the 50% deposit if Venue cancels the show anytime within 7 days of the Show. If at any time and for any reason the Show is canceled by Sinatra Tributes, the 50% deposit will be refunded to Venue. In no event will Sinatra Tributes be responsible for out of pocket costs incurred by Venue that exceed the deposit and/or fee paid to Sinatra Tributes for the Show.

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 the performer, the 50% deposit of Fee is refundable and no other portion of Fee is due. 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. **Guest Tickets.** If this is to be a ticketed event, Venue will make available to Sinatra Tributes _____ complimentary tickets to Show for Sinatra Tributes to use at its sole discretion.

7. **Food and Drink.** If food and beverages are supplied during the Show, Venue agrees to provide Sinatra Tributes with meals and beverages in the normal course not to exceed a retail value of \$ _____.

8. **Venue Access.** Sinatra Tributes will be granted access to the Venue's event space for the purposes of staging, sound checks, lighting, and other event configurations at a time mutually agreed upon but contemplated as being within _____ hours of the start of the Show. Similarly, Sinatra Tributes will be granted access to de-stage the event at a mutually agreed upon time but contemplated as being within 30 minutes of the conclusion of the event. Unless agreed by you, we will not de-stage the event after the Show if your event has not concluded.

9. **Security, Health, and Safety.** Venue warrants the event space 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. Venue maintains sufficient personal injury/property insurance sufficient to cover foreseeable claims.

10. **Indemnification.** Venue indemnifies and holds Sinatra Tributes and the performer harmless for any claims of property damage or bodily injury caused by Show attendees.

11. **Disputes.** Both will negotiate in good faith all disputes that may arise out of this agreement and/or event. In no instance will the amount of claims be allowed to exceed the contracted fee in this executed document. All unresolved disputes will be handled in the Magistrate Court in the appropriate jurisdiction.

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

13. **Interpretation.** Agreement will be interpreted according to the laws of Georgia.

14. **Riders.** Nothing in Agreement shall prevent any rider from being added to Agreement provided that is mutually agreed upon, is in writing, and is signed by the undersigned parties, each of whom warrants that they have the authority to sign and enforce this Agreement.

Venue:

ToFER Productions, LLC d/b/a Sinatra Tributes:

DRAFT – NOT EXECUTABLE

Title _____

Title Owner _____

STIPULATIONS

Booking Sheet

General Information

We strive to offer variety and flexibility of vocal styles, sets selections, staging, marketing, and pricing. The information below will be helpful to you in developing your event with us as your entertainment.



Show Selection

Vocal styles and performance options are as follows:

1. **Sounds of Sinatra:**

This is a Sinatra Tribute in the style of the Rat Pack shows from the mid 1960's. Songs selections are almost exclusively from the Frank Sinatra song catalog with some Dean Martin and the like added. Attire will be suitable to the era (*ie., tuxedo jacket, etc.*)



2. **Lucky Few Anthology:**

This show will take you through a sentimental anthology of the music of the "Lucky Few" generation. This show features the songs they know and love starting with a big band and crooner song all the way through the birth of rock 'n roll, beach music, and Motown in the mid 1960's.

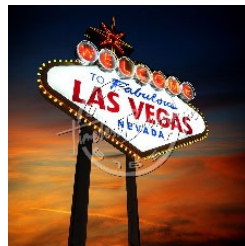


Attire

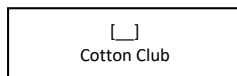
All shows are in the proper attire for the occasion and, most typically, will be in tuxedo, dinner jacket, or similar attire. Please discuss with us your preferences so that we can fit in well with your event and to portray the image desired by you.

Stage Set Selections

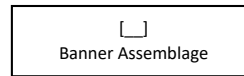
Your space, setting, and event environment will greatly affect how the staging is configured. For an additional rental fee, we can supply a configurable stage that is typically in a triangular shape 9' wide at the rear, 3' wide at the front, and 9' deep, though it can also be rectangular at 9' wide X 6' deep. We can also supply Las Vegas or a "Cotton Club" themed backdrops that are either 10'H X 10'W (\$50 rental fee). In situations where a backdrop cannot be used, we can provide, free of charge, a "banner assemblage" as a suitable back drop that will fit on the stage platform. We will provide all lighting, laser, and fog effects as needed.



Vegas



Cotton Club



Banner Assemblage

Sound Systems

Due to the nature in the way are shows are designed and automated, we prefer to use our sound systems at all venues. ToFER Productions utilizes the **Bose L1 Model II with B2 Bass and ToneMatch Engine**. This system is considered one of the premiere technologies in live sound. It is well suited for all venues and audience sizes up to 500+ people. It is compact in form and can be accommodated in virtually any venue space. Again, we reserve the right to utilize our own equipment even if the venue has a house system.



Marketing

To make your event even better, we will provide marketing for you, unless directed otherwise, to include a 78 X 33 inch retractable banner to place at your venue in advance of the event. Additionally, we will provide marketing posters, custom-made for your event, and free advertising on FaceBook and on the SinatraTributes.com website.



Retractable Banners are nearly 7 feet tall & 3 feet wide.



Example Marketing Posters

Pricing

We certainly will work with you on suitable pricing to accommodate your event. Factors include the location, the length of the event, and the type of vocals chosen. The "Sounds of Sinatra" can easily accommodate multiple sets and are typically 50 to 60 minutes each with a 10-minute set break. Of course, we can customize the timing of the sets to suit your needs.

All sets are produced with appropriate background music before, during set breaks, and for a short period after the event.

A set fee will be negotiated and agreed upon for each event. The following serves as a **guide** to help you develop your event.

- A) 75-minute "single set" show
- B) 2-hour show with one break
- C) Stage Rental
- D) 10' X 10' Backdrops

For all venues that are outside of Bibb and the contiguous counties in Georgia, mileage will be charged at 50 cents per mile for the total trip. If your venue requires an overnight stay, those costs will be pre-approved by you and will be included in the final invoice for reimbursement.

Event Space

Sketch of the event space configuration.

Note electrical outlet locations, stage dimensions including height limitations, obstructions, etc.

In advance of the show, I will arrange to see the event space in order to better plan for staging (if needed), lighting, sound, etc.

Notes:
