

SLAMTONES BOOKING AGREEMENT

THIS CONTRACT, ENTERED INTO ON THIS _____ DAY OF _____, 20_____, BETWEEN _____ AUTHORIZED REPRESENTATIVE OF THE BAND "THE SLAMTONES" AND _____ AUTHORIZED REPRESENTATIVE OF THE VENUE MENTIONED HEREIN, IS FOR THE SERVICES OF THE BAND "THE SLAMTONES" (FURTHER REFERRED TO AS "THE BAND") FOR THE PERFORMANCE DESCRIBED BELOW. THE AUTHORIZED VENUE REPRESENTATIVE (FURTHER REFERRED TO AS "THE EMPLOYER") ACKNOWLEDGES THAT THIS CONTRACT WILL MAKE THE VENUE, ITS OWNER, AND ITS AUTHORIZED REPRESENTATIVE, THE BAND'S TEMPORARY EMPLOYER. THE EMPLOYER AND THE BAND AGREE AND CONTRACT AS FOLLOWS:

1. NAME AND ADDRESS OF VENUE:

2. DATE(S) OF PERFORMANCE(S);

3. TIME OF PERFORMANCE(S):

FROM ____:____AM/PM TO ____:____AM/PM

4. NUMBER OF SETS PER PERFORMANCE: _____

5. NUMBER OF 15 MINUTE BREAKS PER PERFORMANCE: _____

6. WAGE AGREED UPON: A FLAT RATE OF \$_____ AND/OR

7. METHOD OF PAYMENT: ALL WAGES ARE TO BE PAID IN U.S. FUNDS BY MEANS OF CASH, CERTIFIED CHECK, OR MONEY ORDER.

8. LOADING AND SETUP: THE BAND REQUIRES AND SHALL BE GRANTED A MINIMUM OF TWENTY (20) MINUTES TO LOAD-IN EQUIPMENT, FORTY (40) MINUTES TO SETUP EQUIPMENT, FORTY (40) MINUTES TO TEAR DOWN EQUIPMENT, AND TWENTY (20) MINUTES TO LOAD-OUT EQUIPMENT. IF THE EMPLOYER IS TO PROVIDE SOUND EQUIPMENT SETUP TIMES WILL BE AS FOLLOWS:

9. DELAYS: DELAYS PRIOR TO THE AGREED UPON START TIME OR DURING SETS DUE TO SPECIAL CIRCUMSTANCES, CEREMONIES, ANNOUNCEMENTS, AND ALL OTHER INTERRUPTIONS, FORESEEN OR OTHERWISE, WILL BE ACCOUNTED FOR, AND APPLIED TO EITHER, TIME PERFORMED OR BREAK TIME AT THE SOLE DISCRETION OF THE BAND.

10. EXCUSE OF OBLIGATIONS: THE EMPLOYER AND THE BAND SHALL BE EXCUSED FROM THESE CONTRACTUAL OBLIGATIONS IN THE EVENT OF PROVEN SICKNESS, ACCIDENT, RIOT, STRIKE, EPIDEMIC, INCLEMENT WEATHER, FIRE, ACT OF GOD, OR ANY OTHER SIMILAR LEGITIMATE CONDITION OR OCCURRENCE BEYOND THEIR RESPECTIVE CONTROL.

11. MERCHANDISING: THE BAND SHALL BE ALLOWED TO SELL ANY GOODS, PRODUCTS, MERCHANDISE, OR SERVICES, RELATED TO THE BAND (OTHER THAN THE SERVICES PROVIDED FOR HEREIN) ON THE GROUNDS OF THE VENUE WITHOUT ANY PENALTY OR INTERFERENCE FROM THE EMPLOYER. ITEMS MAY INCLUDE, BUT ARE NOT LIMITED TO HATS, T-SHIRTS, COMPACT DISKS, STICKERS, AND FUTURE PERFORMANCES.

12. STAGE: AT THE EMPLOYER'S SOLE EXPENSE, THE EMPLOYER SHALL FURNISH THE STAGE AND POWER FOR THE PERFORMANCE. IT IS THE RESPONSIBILITY OF THE EMPLOYER TO ENSURE AT LEAST TWO SAFE, AMPLE, WORKING SUPPLIES OF ELECTRICAL POWER TO THE STAGE OR STAGE AREA. POWER SOURCE MUST ADHERE TO THE FOLLOWING SPECIFICATIONS: 2 SEPARATE CIRCUITS THAT ARE 110 VOLTS, 60 HZ, GROUNDED, AND HAVE 15 AMP CIRCUIT PROTECTIONS.

13. SECURITY: THE EMPLOYER SHALL PROVIDE ADEQUATE SECURITY FOR THE STAGE AREAS AND ANY BACKSTAGE AND/OR INSTRUMENT STORAGE AREAS BEFORE, DURING, AND AFTER THE PERFORMANCE. THE EMPLOYER SHALL PROVIDE SECURITY PERSONNEL TO PROTECT THE BAND AND THEIR PROPERTY. THE EMPLOYER AGREES TO BE RESPONSIBLE FOR HARM, LOSS, OR DAMAGE OF ANY KIND TO THE BAND'S PERSONNEL OR PROPERTY WHILE LOCATED AT THE PLACE OF PERFORMANCE(S). THE EMPLOYER SHALL ENSURE A SAFE WORKING ENVIRONMENT FOR THE BAND'S PERSONNEL AND THEIR EQUIPMENT.

14. PASSES: THE EMPLOYER SHALL PROVIDE FREE ACCESS TO THE SPOUSES OF THE BAND.

15. BREACH OF CONTRACT: IN CASE OF BREACH OF THIS CONTRACT BY THE EMPLOYER, THE EMPLOYER AGREES TO FORFEIT ANY DEPOSIT MADE TO THE BAND. IF NO DEPOSIT HAS BEEN MADE, THE EMPLOYER SHALL MAKE RESTITUTION IN THE AFOREMENTIONED AMOUNT, TO BE PAID WITHIN TWO (2) WEEKS OF THE AFOREMENTIONED PERFORMANCE DATE(S). SHOULD THE EMPLOYER WISH TO CANCEL THE PERFORMANCE, THE EMPLOYER MUST CONTACT THE SIGNING REPRESENTATIVE OF THE BAND AT LEAST SEVEN (7) DAYS PRIOR TO THE PERFORMANCE(S) OR THE EMPLOYER WILL BE CONSIDERED IN BREACH OF CONTRACT.

16. LITIGATION: SHOULD ANY LITIGATION ARISE BETWEEN THE PARTIES HERETO REGARDING THIS CONTRACT, THE BAND SHALL BE COMPENSATED BY THE EMPLOYER FOR WHATEVER DAMAGES ARE AWARDED, PLUS APPLICABLE ATTORNEY'S FEES, COURT COSTS, AND LEGAL INTEREST, IF THE BAND IS THE PREVAILING PARTY. IF THE EMPLOYER IS THE PREVAILING PARTY, THE BAND SHALL ONLY BE LIABLE FOR ANY DAMAGES AWARDED AND NOT FOR APPLICABLE ATTORNEY'S FEES, COURT COSTS, AND LEGAL INTEREST.

17. THE EMPLOYER UNDERSTANDS THE BAND LINEUP MAY CHANGE AT ANY TIME AND THEY DO NOT HAVE TO BE NOTIFIED OF ANY CHANGES NOR CAN THE EMPLOYER CANCEL THE PERFORMANCE BECAUSE OF A BAND LINEUP CHANGE.

18. THIS CONTRACT CONSTITUTES A COMPLETE AND BINDING AGREEMENT BETWEEN THE EMPLOYER AND THE BAND. THIS AGREEMENT IS THE COMPLETE UNDERSTANDING BETWEEN THE PARTIES AND SUPERSEDES AND REPLACES ALL PREVIOUS AGREEMENTS OR REPRESENTATIONS BOTH WRITTEN AND ORAL. NO MODIFICATIONS OF THIS CONTRACT WILL BE EFFECTIVE UNLESS IT IS IN WRITING AND SIGNED BY BOTH PARTIES. THE PERSONS SIGNING FOR THE EMPLOYER AND THE BAND AGREE TO BE PERSONALLY AND JOINTLY LIABLE FOR THE TERMS OF THIS CONTRACT.

19. THE PERSON SIGNING AS AN AUTHORIZED VENUE REPRESENTATIVE MUST BE AN OWNER OF THE VENUE OR A REPRESENTATIVE DULY AUTHORIZED BY THE OWNER TO SIGN CONTRACTS PERTAINING TO THE OPERATION OF THE VENUE AND BOOKING OF LIVE ENTERTAINMENT. IF THE PERSON SIGNING THE CONTRACT AS AN AUTHORIZED VENUE REPRESENTATIVE FALSIFIES THEIR IDENTITY, POSITION WITHIN THE VENUE'S BUSINESS ORGANIZATION, OR POWERS WITHIN THE VENUE'S BUSINESS ORGANIZATION, THAT PERSON SHALL BE LIABLE FOR ANY AND ALL COSTS INCURRED TO THE VENUE OR THE BAND FROM A BREACH OF CONTRACT.

AUTHORIZED BAND REPRESENTATIVE DATE

AUTHORIZED VENUE REPRESENTATIVE DATE