

This contract (the "Agreement") is made on this Xth day of October, between *Promoter's name* (The "promoter") and *Artist name* (The "Band") for the hiring of Band as an independent contractor to perform (the "Show") for Promoter at *location* (the "Venue") located at *location*. 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 , street number,, city, state, zip, the Xth day of MM, YYY between the hours of 0:00PM AND 00:00PM
2. **Description** of Show. Show will be a musical performance with musical content as requested by Promoter. Show will last of a minimum of X minutes.
3. **Payment.** Compensation for the Show will be X dollars (\$X) half (\$X) of which to be paid as a deposit no later than MM/DD/YYYY. Two nights lodging at a 3 star hotel or better.
4. **Cancellation.** Cancellation may be made by Promoter thirty (30) days prior to the time of Show hence Promoter would forfeit the deposit, cancelling out bands travel and lodging plans. If Show is cancelled within three (3) days of Show, Promoter must pay Band's full Fee (roundtrip travel, lodging, and per diem for the days in town).
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 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. **Food and Drink.** Promoter will provide Band with a twenty five dollar (\$X) bar tab, and water as needed.
7. **Transportation.** Promoter will secure sufficient transportation for Band to and from the show.
8. **Rehearsal and Sound Systems Check.** A sound check conducted by Band of Venue's sound system is also required, at a convenient time.
9. **Security, Health, and Safety.** Promoter 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.