



## PERFORMANCE AGREEMENT

THIS AGREEMENT for the personal services of performing artists on the engagement described below between the undersigned \_\_\_\_\_, as purchaser of performance services ("Purchaser") and the undersigned artist or ensemble and/or its agent ("Artist") is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

### **A. BASIC TERMS:**

1. Name of Purchaser: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_  
E-mail address: \_\_\_\_\_
2. Place of engagement: \_\_\_\_\_
3. Date(s) of services: \_\_\_\_\_ Time: \_\_\_\_\_
4. Duration of performance: \_\_\_\_\_
5. Time for load-in: \_\_\_\_\_
6. Time for sound check: \_\_\_\_\_
7. Time guests arrive: \_\_\_\_\_

### **B. PAYMENT OF ARTISTIC FEES:**

1. Compensation agreed upon: \_\_\_\_\_
2. Amount of deposit: \_\_\_\_\_ Date due: \_\_\_\_\_
3. Overtime rate\*: \_\_\_\_\_
4. Time of Payment: Fees will be paid by Purchaser to Artist before the conclusion of the event.

*\* Overtime rate applies if the band is asked to continue their performance past the agreed upon duration outlined in section A-4.*

### C. TERMS AND CONDITIONS

1. PAYMENT AND COMPENSATION. Purchaser will make payment by cash or credit card to Artist immediately after completion of the performance(s), unless otherwise previously agreed in writing by Artist and Purchaser. Purchaser acknowledges that any deposit payments (if any) made to Artist are non-refundable.
2. ARTIST'S RIGHT TO TERMINATE. If Artist is entitled to deposit payment as provided above, and the deposit has not been paid within the time specified, Artist shall have the right to terminate this Agreement without any further obligation upon seven (7) days notice.
3. CANCELLATION. Artist reserves the right to cancel this Agreement without obligation upon notice to Purchaser thirty (30) days in advance of the Performance date. In the event of Artist's cancellation, the deposit payment (if any) shall be returned promptly. If Purchaser cancels the performance less than fourteen (14) days before the performance, Purchaser will pay Artist 50% of the guaranteed fee for the performance. If Purchaser cancels the performance less than seven (7) days before the performance, Purchaser will pay Artist 100% of the guaranteed fee for the performance. The parties agree that such payments are reasonable in light of anticipated or actual harm caused by the cancellation and the difficulties of proving the actual damages to the Artist.
4. FORCE MAJEURE. Neither Artist nor Purchaser shall be liable for failure to appear or perform its obligations under this Agreement in the event that such failure is caused by or due to the acts or regulations of public authorities, labor difficulties, civil tumult, inclement weather, strike, epidemic, interruption or delay of transportation service, or any other legitimate cause beyond the control of Artist and Purchaser.
5. SICKNESS AND ACCIDENTS. Artist's agreement to perform is subject to proven detention by sickness or accident. In the event of such non-performance, the deposit payment (if any) advanced to the Artist shall be returned promptly.
6. PROMOTION AND PRODUCTION. Purchaser shall be responsible for all matters pertaining to the promotion and production of the scheduled engagement, including but not limited to venue rentals, security, and advertising.
7. COMPLIMENTARY TICKETS. Unless otherwise agreed, Purchaser will allow \_\_\_ guests per band member, with a maximum of \_\_\_ tickets.
8. TECHNICAL RIDER. Purchaser has been provided a copy of Artist's technical and hospitality rider (Exhibit A) and Purchaser agrees to the conditions set forth therein.
9. SECURITY. Purchaser shall provide adequate security so as to guarantee the safety of the audience and the Artist. Purchaser will ensure that no unauthorized persons will have access to the stage or backstage area, and the band will provide names of persons or guests authorized to be backstage. Purchaser shall be responsible for any theft or damage to the equipment of Artist that may occur during the time that the equipment is located on Purchaser's premise.
10. INDEPENDENT CONTRACTORS. Artist acknowledges that it is an independent contractor and not an employee of the Purchaser and shall be responsible for all taxes. Purchaser shall control the times and division of the performance and Artist shall control the manner, means, and details of such performance.

11. INSURANCE. Purchaser shall obtain and maintain, at its own expense, adequate personal injury and property damage liability insurance coverage and such coverage shall extend to all activities related to Artist's engagement and performance, including time of set up and take down. Except for claims arising from Artist's willful or intentional acts, Purchaser shall indemnify Artist for any third party claims.

12. NO PERSONAL LIABILITY OF PURCHASER'S REPRESENTATIVES OR AGENTS. Any representative of Purchaser executing this contract as Purchaser or an agent thereof shall not be held personally liable for the payment of any costs or fees related to this contract.

13. ASSIGNMENT, ENTIRETY OF AGREEMENT, GOVERNING, AND JURISDICTION. This Agreement cannot be assigned or transferred without the written consent of Artist. This Agreement constitutes the entire agreement between the parties. No modification shall be enforceable except in writing and signed by the parties hereto. This Agreement shall be governed by the laws of the state of California. In the event any dispute arising under this Agreement results in litigation, arbitration, or mediation, such action or proceeding shall be brought within the state or federal courts of the State of California.

14. SEVERABILITY. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are declared to be severable.

15. REPRESENTATIVE'S AUTHORITY TO CONTRACT. By signing this document, the representative and/or agent of the Artist hereby represent that such person is duly authorized and that the Artist agrees to be bound by the provisions of this Agreement. It is expressly understood and agreed that in acting hereunder solely in the capacity of representative or agent of Artist, said person is not a party to this contract and shall not be liable or responsible in any way for the omissions of Artist, nor for any failure by Artist to adequately perform or comply with any term or condition hereof.

16. PROVIDED SERVICES. Purchaser and Artist agree to provide the following services:

SERVICE	PURCHASER	ARTIST	N/A
Sound Reinforcement			
Backline			
Lighting			
Accommodations (see rider)			
Meals (see rider)			
Dressing Room (see rider)			
Hospitality (see rider)			
DJ			

17. FOOD AND BEVERAGE ALLOWANCE. Artist will be provided a BAR credit of \_\_\_\_\_ drinks and a KITCHEN credit of \_\_\_\_\_ dollars per band member.

18. MUSICIAN SUBSTITUTIONS. Artist reserves the right to substitute musicians as needed to accommodate the performance schedule. Substituted musicians will be of equal or better talent and will not alter the overall quality of the performance.

IN WITNESS WHEREOF, the parties here agree to the terms set forth above:

\_\_\_\_\_  
Purchaser's Full Name

\_\_\_\_\_  
Artist Representative

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Representative Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
City/State/Zip

## EXHIBIT A

### MEMBERS ONLY TECHNICAL AND HOSPITALITY RIDER

#### INTRODUCTION

Thank you for your interest in hiring Members Only - The Ultimate 80's Dance Party Band!

Your satisfaction is very important to us and since we deal with clientele from various musical/entertainment backgrounds we have provided this document to help you plan a fun, entertaining experience for your guests.

Please read this document carefully since the information covered is critical to the success of the performance.

#### BACKGROUND

Members Only is a five piece band consisting of drums, bass guitar, electric guitar, keyboards and three vocalists. Additionally, acoustic guitar and electronic drums are used to compliment the performance.

#### PERFORMANCE LOCATION

In order to provide a quality experience for your guests, and to safely accommodate the band, a flat smooth surface with **minimum dimensions of 24ft x 16ft** will be required, preferably raised at least 12-18 inches off the ground. The band will not perform directly on dirt or grass for safety reasons.

Also, please make note of the following considerations:

- The band will need access to the performance location up to three hours before the start of the event and up to two hours after the event for setup/sound check/teardown.
- Disruptions will occur during setup and sound check while equipment is unloaded, setup and tested. Please include time to accommodate the band in your event preparations.
- The performance area should be cleared of all items before the band or sound company arrives for load in.
- If the event is to be held outside the band would appreciate the performance area to be covered.
- **Easy access to safe electrical power is required.** The band will require, at minimum, two 20 amp circuits. Please consider the electrical load that a live band, supporting sound system and lighting will place on your electrical system. If insufficient electrical power is supplied the performance will be subject to drop outs and possible damage to equipment. The band will not perform if the power supply is considered inadequate or unsafe.
- The band will require up to three parking spaces close to the performance area. Please contact the band ahead of time for exact number of vehicles.

## **BACKLINE**

If your event is providing a backline for the performers, it should be setup and in operating order prior to the bands arrival.

The following equipment will be required:

- 5 Sennheiser G3 or equivalent IEM transmitters
- 3 Sennheiser G3 or equivalent wireless microphones
- 4 Sennheiser G3 or equivalent instrument transmitters
- Alesis Strike Pro electronic drums (full kit)
- Alesis Fusion 8HD Workstation
- Roland Ax-Synth
- Fractal Audio AXE-FX2
- Line 6 Helix Rack
- Mark Bass Multi Amp Modeler

All instruments (with the exception of drums and keys) will be provided by the band.

**NOTE:** It is assumed that any event providing backline equipment will also be providing sound reinforcement services.

## **SOUND REINFORCEMENT AND ENGINEER**

For the best possible performance the band prefers to have a sound system provided and engineered by a reputable sound company. However, the band can provide its own professional sound system, suitable for an indoor show of approximately 300 people, and engineer when required.

If you plan to contract sound services please use a reputable sound company. A professional sound system and personnel will provide the best experience for your guests. We recommend Pacific West Sound.

While every attempt will be made to be flexible, the band reserves the right to refuse performance due to inadequate sound reinforcement equipment or incompetent personnel.

If you have any questions about our sound system or how to go about hiring a sound company we'll be happy to assist you.

## **DJ'S**

If you would like DJ services in between live music sets please let us know. We typically can arrange for a DJ to accompany us at an additional cost (market rate).

DJ's not associated with the band will not be permitted to connect their equipment to the band's sound system without prior consent and only if there is sufficient capacity to accommodate them.

If requested, the band is capable of playing a variety of pre-recorded '80s music before and after the show at no additional charge.

**DRESSING ROOM**

Please provide a secure, lockable, private room near the performance location for the band's use before/after the performance and during breaks. Keys or security codes should be supplied to the band upon arrival and will be left in room upon departure.

The band would appreciate the dressing room to be climate controlled if at all possible.

**MEALS AND HOSPITALITY**

If your event is providing meals for the band please plan for ten people.

The following items, enough for 10 people, should be provided in the dressing room two hours prior to performance:

- Case of bottled water (room temperature)
- Assorted soft drinks (Pepsi, Diet Pepsi, Sprite, etc.)
- Assorted snacks (chips, crackers, nuts, etc.)
- Deli tray with assorted meats, cheeses, veggies, dip
- Cups, napkins, utensils, ice

**ACCOMODATIONS**

If your event is providing accommodations for the band please reserve four rooms (each with double beds) at a reasonable hotel, close to the event. Room keys should be available to the band upon arrival at the event.

**SPECIAL REQUESTS**

If there are special song requests that you'd like us to accommodate please discuss with us as soon as possible. Due to the technical complexities of certain material, special requests cannot be guaranteed. We will however let you know prior to the performance whether we were able to accommodate the request.

We will be happy to provide simple announcements during the show. Please discuss with us before the performance.

**FINALLY...**

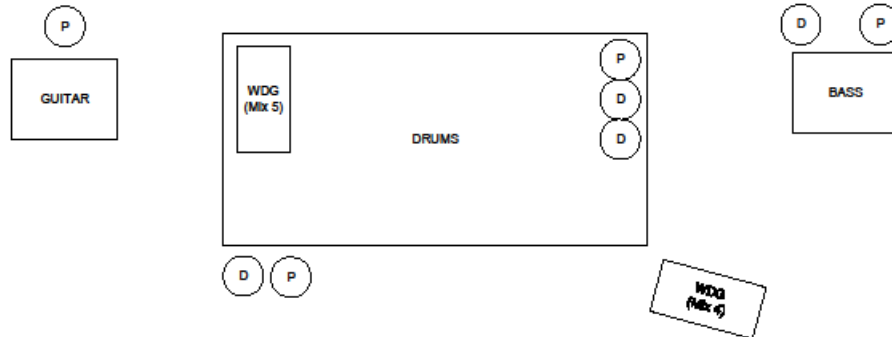
We'd like to thank you for choosing Members Only for your event's entertainment. We look forward to a great show and if there is anything we can do please let us know.

Thank you!  
Members Only



Revised 06/2015

# MEMBERS ONLY



Wedge locations are provided for venues that are incapable of providing IEM mixes.  
 The band is capable of providing their own IEM rig if an analog split is available.  
 Please call to discuss if this is possible as IEM's are preferred.

For technical questions please contact Jason Grooms at (861) 412-2585  
[www.membersonlyrocks.com](http://www.membersonlyrocks.com)



- (V) Vocal Microphone
- (W) Wireless Microphone
- (P) Electrical Power
- (D) Direct Box

## INPUT LIST

- |                |                     |                       |                   |
|----------------|---------------------|-----------------------|-------------------|
| 1-Kick In      | 9-Floor Tom 2       | 17-Bass Low           | 25-Saxophone      |
| 2-Kick Out     | 10-Overhead SR      | 18-Bass High          | 26-Unused         |
| 3-Snare Top    | 11-Overhead SL      | 19-Stage Right Guitar | 27-Unused         |
| 4-Snare Bottom | 12-Electronic Kick  | 20-Stage Left Guitar  | 28-IEM Crowd      |
| 5-Hi Hat       | 13-Electronic Snare | 21-Acoustic-Guitar    | 29-SR Vocal       |
| 6-Rack Tom 1   | 14-Samples          | 22-Keyboards          | 30-Wireless Vocal |
| 7-Rack Tom 2   | 15-Click            | 23-Keytar             | 31-Keys Vocal     |
| 8-Floor Tom 1  | 16-Drummer Talkback | 24-Tracks             | 32-6L-Veez        |

Please provide this stage plot to your sound personnel

\*\*\* IMPORTANT \*\*\*

**MINIMUM STAGE DIMENSIONS ARE 24FT WIDE X 16FT DEEP X 12IN TALL**

**10FT CLEARANCE IS REQUIRED ALONG BACK EDGE OF STAGE TO CEILING  
 TO ACCOMMODATE LED SCREEN**

**CLEARANCE SHOULD BE MEASURED FROM STAGE HEIGHT NOT GROUND HEIGHT**



**FOG/HAZE  
RELEASE OF LIABILITY**

Event date: \_\_\_\_\_

Event address: \_\_\_\_\_

The undersigned hereby acknowledges and is aware that some modern fire detection systems will react to the presence of artificial fog/haze and assumes all liability arising from the use of any artificial fog/haze devices during the event.

I hereby specifically authorize Members Only, and all agents and assignees, to provide and operate an artificial fog/haze producing machine at the specified address on the specified date.

I am authorized to assign this permission on behalf of the owners and managers of the property where this event will take place and hereby agree to hold Members Only, and all agents and assignees, indemnified and free from any liability arising from the use of said fog/haze machine.

Furthermore, I agree to allow the use of the fog/haze machine at the sole discretion of the agents and assignees of Members Only for the duration of the event.

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip

\*Please note that no fog or haze will be provided without this signed consent form having been returned to Members Only prior to the event.

\* Members Only retains the right to exercise discretion as to the safety and feasibility of using fog/haze at any event regardless of permissions granted by this Agreement.