**OL' STYLE SKRATCH**

**BAND PERFORMANCE CONTRACT**

**\*\*\*\*\*\*\*WEDDING\*\*\*\*\*\*\***

This AGREEMENT (hereinafter referred to as the "Agreement") is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred to as the "Purchaser") and Ol' Style Skratch, (hereinafter referred to as the "Artist")

WITNESSETH:

In consideration of the respective covenants contained herein, the parties hereto, intending to legally bound hereby, agree as follows:

**1. Entertainers.** The Artist is a band consisting of the following members:

Nate Moralez (guitar/vocals)

Pat Stillman (guitar)

Dan Bauer (bass guitar)

Erik Holmes (drums/percussion)

**2. Venue.** The place of performance is located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the "Venue").

**3. Performance.** The entertainment to be provided by the Artist is generally described as 60's-80's rock / soul music. (hereinafter referred to as the "Performance").

**4. Date and Time of Performance.** The date of the Performance shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, and the time of the Performance shall be \_\_\_\_\_\_\_\_\_\_\_\_\_. This Performance shall have a duration of \_\_\_\_\_\_\_ hours with \_\_\_\_ set break(s) lasting 15 minutes each.

**5. Agreement to Perform.** Artist agrees to provide the Performance in accordance with the terms of this Agreement and any addendums or riders hereto.

**6. Artist Fee.** Purchaser agrees to pay Artist an aggregate of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOLLARS ($\_\_\_\_\_\_.00) for the Performance. Artist fee shall be paid in cash or check, **CASH PREFERRED**, due immediately at the end of performance. If paying by check, make checks payable to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**7. Cancellations.** The Purchaser shall give no less than twenty-one (21) days notice of cancellation, or the Purchaser will pay HALF the Artist Fee listed in Section 6. If cancellation occurs less that forty-eight (48) hours prior to Performance, Purchaser shall pay FULL Artist Fee.

**8. Extreme Weather.** The Purchaser shall remain liable for the Artist Fee in the event of adverse weather. **Due to risk of electrocution, the Artist will not perform in rain and/or thundershowers**. It is recommended the Purchaser provide a covered performance venue and/or alternate "rain site" for outdoor weddings. The Artist does not guarantee the ability to reschedule a Performance due to adverse weather. NO REFUNDS WILL BE ISSUED DUE TO WEATHER.

**8. Stage**. At its sole expense, Purchaser shall furnish the stage with electrical supply consisting of 3 SEPERATE circuits within 50 feet of stage. 100 amp service minimum. No other equipment should be using these circuits (i.e. refrigerators, kitchen equipment, etc.) This is extremely important due to the power load of sound and lighting equipment. The Artist shall furnish all instruments, sound equipment, and stage lighting. The Artist reserves the right to sub-contract sound equipment and stage lighting.

**9. Artist Provisions.** The Purchaser shall provide cold water for the Artist. Other refreshments/food are ALWAYS appreciated, never expected.

**11. Taxes.** Purchaser agrees to prepare and file all tax information required of a person who hires an independent contractor and the Artist agrees that they have sole responsibility for the payment of any federal or state taxes arising from the monies paid by Purchaser to the Artist for the Performance.

**12. Indemnification for Copyright Infringement**. Artist represents and warrants that they are knowledgeable about the copyright laws of the United States as applicable to the Performance, and that Artist(s) shall not perform any copyrighted materials of others during Performance without full compliance with such applicable copyright laws. In the event that Artist breaches this representation, warranty and covenant, Artist hereby agrees to indemnify and hold harmless the Purchaser and its employees, guests and agents from and against all liability, loss, damages, claims, and expenses (including attorney's fees) arising out of such breach.

**13. Independent Contractor**. Artists acknowledge that they shall perform their obligations hereunder as an independent contractor and not as an employee of Purchaser. Artists further acknowledge that they are not on Purchaser's payroll and social security or tax withholding rolls. Artist shall have sole control and direction in the conduct of the Performance.

**14. Parking / Entrance Passes**. Parking for 1 vehicle/trailer and three cars is appreciated. Please send any parking passes or tickets to address Erik Holmes, 631 South 3rd Avenue, West Bend, WI 53095.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

AGREED TO AND ACCEPTED:

BY:

"ARTIST" (an authorized signatory)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(print name)

**Contacts**

Nate Moralez

nate@olstyleskratch.com

(920) 248-1607

Erik Holmes

erik@olstyleskratch.com

(262) 622-3518

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(Signature)

BY:

"PURCHASER"

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(print name)

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(Signature)