

MUSICIAN PERFORMANCE AND ENGAGEMENT AGREEMENT

Location: _____ Date: _____

Engager (Client) Information:

Full Name or Business Name: _____

Contact Person (if applicable): _____

Address: _____

Phone/Email: _____

Musician/Band Information:

Musician/Band Name: _____

Musician(s) Full Name(s): _____

Address: _____

Phone/Email: _____

Event Information:

Event Name: _____

Event Location: _____

Performance Date(s) and Time(s): _____

Performance Details and Terms:

Type of Performance (e.g., Solo, Band, DJ): _____

Equipment Provided by Musician: _____

Equipment Provided by Client: _____

Compensation and Payment Terms:

Total Fee: _____ USD

Deposit Amount (if any): _____ USD

Balance Due Date: _____

Payment Method(s): _____

Clause 1 – Engagement and Services

The Musician agrees to perform at the Event described above on the specified date(s) and time(s) and to provide musical entertainment consistent with the type of performance agreed upon herein.

Clause 2 – Independent Contractor Status

Musician is an independent contractor, not an employee or agent of the Client. Musician retains sole control over the manner and means of performing services under this Agreement.

Clause 3 – Performance Standards

Musician shall perform in a professional manner and provide all agreed-upon services to the best of their ability, adhering to the schedule and any reasonable instructions provided by the Client.

Clause 4 – Equipment and Technical Requirements

Musician shall provide the equipment agreed upon. Client shall provide any equipment, power sources, or space as specified. Any additional equipment requirements must be agreed upon in writing.

Clause 5 – Payment Terms

Client shall pay the Total Fee as specified above. A deposit is required to secure the booking, with the balance payable as indicated. Late payments may incur interest or forfeiture of services.

Clause 6 – Cancellation and Postponement

Either party may cancel or postpone the Engagement upon written notice. Deposit refund and liability for cancellation fees shall be governed as follows: If the Client cancels within ____ days of the Event, deposit is non-refundable. If Musician cancels, all payments shall be refunded.

Clause 7 – Force Majeure

Neither party shall be liable for failure to perform due to causes beyond reasonable control, including natural disasters, acts of government, or other emergencies.

Clause 8 – Indemnification

Each party agrees to indemnify and hold harmless the other from any claims, damages, or liabilities arising from their respective actions or omissions related to this Agreement.

Clause 9 – Liability and Insurance

Musician shall maintain appropriate liability insurance for their equipment and performance. Client is responsible for the venue and audience safety.

Clause 10 – Intellectual Property

Musician retains all rights to their musical compositions and recordings, except as otherwise agreed in writing. Client shall not record or distribute performances without prior consent.

Clause 11 – Governing Law and Venue

This Agreement shall be governed by the laws of the United States and the State in which the Event occurs, without regard to conflict-of-law principles. Any disputes shall be resolved in the courts of said State.

Clause 12 – Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations. Amendments must be in writing and signed by both parties.

Clause 13 – Notices

All notices under this Agreement shall be in writing and delivered personally, via certified mail, or by electronic means with confirmation to the addresses listed above.

Clause 14 – Severability

If any provision of this Agreement is held unenforceable, the remainder shall continue in full force and effect.

Clause 15 – Waiver

Failure to enforce any provision shall not constitute a waiver of that provision or any other.

Clause 16 – Assignment

Neither party may assign this Agreement without prior written consent of the other.

Clause 17 – Headings

Headings are for convenience only and shall not affect interpretation.

Clause 18 – Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original.

Clause 19 – COVID-19 and Health Considerations

Parties agree to comply with applicable health and safety guidelines and acknowledge the potential impact of health emergencies on performance.

Clause 20 – Additional Terms

Any additional terms or conditions mutually agreed upon shall be included in an attached addendum signed by both parties.

CLIENT'S SIGNATURE

MUSICIAN'S SIGNATURE

Signature: _____

Signature: _____

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