



PERFORMANCE CONTRACT

CUSTOMER NAME:

EMAIL:

TELEPHONE:

VENUE NAME & LOCATION:

PERFORMANCE DATE:

START TIME:

END TIME:

PERFORMANCE FEE:

DEPOSIT:

LUKE LANGFORD BAND REFERENCED HEREIN AS "BAND"

REFERENCED HEREIN AS "CUSTOMER"

REFERENCED HEREIN AS "VENUE"

Sound & Lighting Equipment Provided by Band:

Sound & Lighting Equipment Provided by Venue:

Sound Engineering Provided by (w/contact info):

• LOAD-IN, PERFORMANCE , AND LOAD-OUT:

- A. Customer/Venue agree to provide access to the stage area no less than 2 hours before contracted start time.
- B. Band agrees to begin promptly at the contracted start time. Minor delays occasionally arise and do not constitute a violation of this contract. If such delays do occur, the band will shorten set breaks to make up for any delays.
- C. Band performance will end promptly at the contracted end time.
- D. Band will be allowed to load out its equipment and leave immediately upon the show's completion. Band agrees to make every effort to not be disruptive if event is still underway.

- **CUSTOMER OBLIGATIONS:**
 - A. Customer agrees to the following compensation amounts:
 - i. Performance Fee:
 - ii. Mileage Allowance:
 - iii. Lodging Allowance:

TOTAL BOOKING FEE:
DEPOSIT DUE AT CONTRACT:
 - B. Customer will provide band with a performance area of no less than 8'x15'. Band must have a dry, flat, hard surface to set up on.
 - C. Customer shall furnish a power supply of one 30 amp or two 20 amp circuits no less than 25 feet from the performance area. Circuits must not be shared with refrigeration, air conditioning, high amperage equipment or neon lighting (interference) and if outdoors, circuits must be protected by GFCI outlets.
 - D. ****OUTDOOR EVENT SPECIFIC REQUIREMENTS**:**
 - i. Customer agrees to provide band with an area protected from sun and rain to store instruments for extended periods or in the case of inclement weather.
 - ii. The band may, at it's sole discretion, delay, shorten or cancel a performance if inclement weather appears to threaten the safety of the band or its equipment. This includes wind, rain, snow, lightning and temperatures below 45 or above 95.
 - E. Customer is responsible for complying with all local laws, orders and ordinances regarding sound. If the performance is cut short by order of law the contract's fee is due in full immediately.
 - F. **IF A VIOLATION OF ANY OF THESE REQUIREMENTS RESULTS IN THE BAND BEING UNABLE TO PERFORM, THE FULL CONTRACT AMOUNT SHALL BE DUE IN FULL IMMEDIATELY.**
- **BAND OBLIGATIONS:**
 - A. Band shall conduct themselves professionally and with courtesy towards customers and their guests.
 - B. Band shall arrive on time and maintain the performance schedule of this contract. Minor delays can and do occur due to minor technical adjustments, repairs, guests delaying band members return to stage, etc and do not constitute a violation of contract. If the band incurs a substantial delay the band may shorten breaks or extend the end time of the show to compensate.
 - C. If the band is allowed to consume alcohol during the performance, the band shall not abuse the privilege. If a band member presents themselves as unable to perform or a danger to themselves or others, the band shall be in breach of this contract and forfeit the contract amount.
 - D. The band reserves the right to choose all songs for the performance. The band shall make every attempt to accommodate song requests, but may refuse requests without breach of contract. Event-specific song requests (i.e. wedding song requests) must be submitted to the band at least 30 days prior to event date to be considered.

E. Band shall make available a microphone and use of the sound system to designated individuals for announcements. Band may refuse to allow any individual it deems unsafe or inappropriate on stage without being in violation of the contract.

F. In the unlikely event of critical equipment failure the band shall have up to 30 minutes to remedy said failure without breaching contract. If the band is unable to perform due to the failure, the customer may, at their election :

- i. If the failure prevents the entire show, the customer may receive a full refund or reschedule the event within 12 months with comparable terms.
- ii. If the show is 50% complete or more at the time of failure, the customer may prorate the performance fee to the amount of time performed.

• **CANCELLATIONS:**

A. Because the band schedules its performances 45-60 days ahead, a cancellation will mean lost income for each of its members. Therefore this contract cannot be canceled without the express written consent of an authorized representative of the band. If the customer does choose to cancel the contract, payment in full will be due immediately.

B. The band, in its sole discretion, may choose to delay the performance for sufficient time to remedy or cancel a performance if they observe conditions that are unsafe for the band or attendees or are in violation of this contract.

C. If cancellation is due to Band's failure to meet the terms of this Contract, then the Performance Fee will not be due, and Band will refund the Deposit to Customer.

D. If cancellation is due to Band's failure to meet the terms of this Contract for unforeseeable reasons beyond the Band's control, then refund of the Deposit will be the Customer's sole remedy and the band, its members and/or representatives will not be liable for any direct, indirect, consequential or incidental damages.

• **EVENT FOOD, DRINK & ALCOHOL POLICIES:**

○ The Band is is not allowed to responsibly and legally consume alcohol during the performance.

○ The Customer will will not provide the band a bar tab

➤ Tab Amount:

○ The Customer will will not provide the band with food during the performance window.

➤ Number of Meals:

-or-

➤ \$CR/Band Member:

ADD'L TERMS & DETAILS:

BAND REPRESENTATIVE'S SIGNATURE:

BAND REPRESENTATIVE'S PRINTED NAME:

DATE:

CUSTOMER SIGNATURE:

CUSTOMER'S PRINTED NAME:

DATE: