

BS&M Performance Contract

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This Contract for the personal services of musicians, made on this _____ between

_____ herein after called "employer" (undersigned) and
BS&M Entertainment, Inc. (herein after called "employee").

Witnesseth, that the employer hires the employees as musicians severally on the terms and conditions as provided below. The leader represents that the employees already designated have agreed to be bound by said terms and conditions. Each employee yet to be chosen shall be so bound by said terms and conditions upon agreeing to accept his employment.

Employee agrees to appear and perform at:

Location:

Date:

between the hours of _____ for a performance engagement. Employer agrees to compensate employee in the amount of _____. The aforementioned wage includes any and all expenses and monies "employer" will pay. "Employee" to be paid _____ as a non-refundable deposit upon signing of this agreement and _____ at the performance.

Office Use Only	
<input type="checkbox"/> Deposit Received/Amount \$	_____.
<input type="checkbox"/> Balance Paid/Amount \$	_____.
Received by: _____	

Employer acknowledges that no portion or portions of the performance shall be recorded, video taped, sampled, or transcribed by any means whatsoever without prior written consent of employee permitting such activity.

Employer also acknowledges that no admission shall be charged to persons entering or exiting the facility in which the event is to take place without prior written consent of employee. Employer, furthermore, acknowledges that in the event that admission is charged to persons entering or exiting said facility without the aforementioned prior written consent, that employee will be due any and all monies received by employer or his/her constituents upon demand. In the event that employer would like to charge admission to the aforementioned event, it is the employer's responsibility to negotiate an agreed upon percentage of said monies to which employee will be due, as compensation upon demand.

Terms and Conditions (see also attached rider if any) :

Signed contract must be returned by _____ or contract is void.

Contract formed in Henrico County, VA. and is in accordance with Virginia law.

"Information sheets" must be filled out and sent back to BS&M. Employee to provide sound and lights. BS&M to appear as a 6 piece band with crew.

Employer acknowledges that if a Rider is attached to this agreement, employer agrees to any and all terms

as stated in the rider attached behind the signature page of this agreement. Employer also acknowledges that he/she must sign and return the attached rider along with this agreement.

The agreement of the employees to perform is subject to proven detention by sickness, accidents, or accidents to means of transportation, riots, strikes, epidemics, acts of god, or any and all legitimate conditions beyond the control of the employees.

If on or before the date of any scheduled performance it is found that "employer" has not performed fully its obligation under any other agreement with any party for another service or that the financial credit of employer becomes impaired in any way, employee may cancel this agreement. In the event that employer does not perform fully all of its obligations herein, the employees shall have the option to perform or refuse to perform hereunder and in either event the employer shall be liable to the employee for damages in addition to the compensation provided herein, including reasonable attorney's fees.

The employer shall be responsible for any and all damage(s) which occur to employee's equipment during this engagement if damage is caused by employer(s) or any person(s) attending the engagement as either a guest or a member. Cancellations of this contract without the express written consent of BOTH parties to this agreement, shall constitute a breach of contract.

All undersigned parties agree that this, and the attached rider(s) is the ONLY agreement between the two parties and that any hopes, considerations, or requests not defined or acknowledged in THIS agreement or its attached rider(s) expressed verbally or otherwise are hereby superseded by this agreement. This agreement constitutes the full and final expression of the parties and all other representations made in regard to this contract are merged herein.

Employer's Name (print)

Date ___/___/___

Employer's Signature

Employer's Address: _____

Phone: _____

David W. Barton for BS&M Entertainment, Inc.

Employee's Name (Leader) (print)

Date ___/___/___

Employee's signature

contact # _____