



Members Lonely 80's Band

2710 Solana Way, Laguna Beach CA 92651

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www.memberslonely.com

AGREEMENT TO SUPPLY LIVE MUSIC SERVICES

CLIENT DETAILS:

CLIENT NAME/CONTACT: _____

CLIENT ADDRESS: _____

CLIENT PHONE: _____ FAX: _____

ALTERNATE PHONE: _____ E-MAIL: _____

EVENT DETAILS:

DATE OF EVENT: _____ ARRIVAL TIME FOR GUESTS: _____

BAND PERFORMANCE TIME: _____ TO _____

TYPE OF EVENT: _____

LOCATION / VENUE: _____

ADDRESS: _____

LOCATION PHONE NUMBER: _____ CONTACT: _____

ANTICIPATED NUMBER OF GUESTS: _____ AGE RANGE: _____

REFERRED BY: _____

Y/N: STAIRS? _____ TRAILER ACCESS? _____ OUTDOOR LOCATION? _____ POOL/SPA NEARBY? _____

SPECIAL INSTRUCTIONS:

TOTAL FEE: \$ _____

DEPOSIT \$ _____ **25% Deposit, payable at contract signing**

BALANCE DUE \$ _____ **IF CHECK, payable 5 days prior to event. IF CASH, payable prior to setup the day of event.**

Please make checks payable to "Members Lonely 80's Band"

X _____
(Client Representative)

Date: _____

X _____
(Band Representative)

Date: _____

TERMS AND CONDITIONS:

1. The Client ("Client") and Members Lonely 80's Band ("Band") agree that this contract is not subject to cancellation unless both parties agree to such cancellation in writing.
2. The sole responsibility of Band is to provide live music entertainment services according to the terms and conditions stated herein. Services are provided on a "Performance Hour" basis, unless both parties agree to a flat-rate performance fee. A Performance Hour is defined as a 45-minute live set and a 15-minute break. Recorded music and/or video will be provided during all breaks if requested by Client.
3. Fees Due / Refunds will be based on the following:
 - a. 30+ days notice, no additional fees due
 - b. 14 to 29 days notice, fees due will be ½ of the contract fee, less any amount paid as the deposit.
 - c. Less than 14 days notice, all fees will be due as agreed upon in the contract.
4. In the event Client breaches the contract, Client shall pay Band the fee amount set forth in this contract as liquidated damages.
5. **Client shall be responsible for the cost of any General Liability policy or other Insurance which may be required.** Any insurance requirement must be communicated to Band a minimum of 14 days prior to event.
6. Client shall be held liable for any injury or damages to Band staff, or Band property (owned or leased), while on the premises of said event, if damage is caused by Client or guest, members of his/her organization, event invitees, employees, or any other party in attendance, whether invited or not. This clause is not intended to nor does it hold Client responsible for the action of the venue's staff.
7. **It is understood that Band compensation is in no way to be affected by inclement weather or dangerous conditions.** For outdoor performances, Client shall provide overhead shelter for setup area. There should be no chance of water damage, falling objects onto equipment, excessive heat or cold, etc. Band staff reserves the right, in good faith, to stop or cancel the performance should weather pose a potential danger to our staff, the equipment, or audience. Every effort will be made to continue the performance but safety will not be compromised. Band compensation will not be affected by such cancellation, unless mutually agreed upon.
8. **Band must have full access to venue at least (3) three hours prior to guest arrival to ensure adequate time to set up all equipment and perform a sound check.** Sound check will be done at full performance volume level, and it is the responsibility of Client to ensure this will not interfere with any other activity. **Band will be allowed a minimum of (90) ninety minutes following completion of the event for disassembly and removal of equipment.**
9. **Size and location of the stage will directly affect our ability to provide the optimal show - 12' Deep x 16' Wide is the minimum recommended stage size.** We suggest discussing this matter before signing the contract. Client is responsible for providing a "reasonably" secure stage area with easy access. **In the event of stairs exceeding 2 steps, the Client may be obligated to pay an additional minimum fee of \$200.** The Fee shall be determined at the time the agreement is signed. If this information is not disclosed at the contract signing, the fee will be a minimum of \$200. Band staff will use their discretion in determining if the site is safe for the equipment. There should be no chance of water damage, falling objects onto equipment, excessive heat or cold, etc.
10. **Client is responsible for providing (2) two 120V AC electrical outlets located within (15) fifteen feet of where Band must set up equipment.** The AC outlets must be able to accommodate a full (20) twenty-amp load. Remember that Band staff will be running cords to these outlets. We will not place electrical cords in a manner that will cause them to be walked upon. Outlets located on the same wall where the equipment is to be set-up is optimal.
11. If Band is providing recorded music before or during a dinner, Client is responsible for providing meals for the Band, the number will be determined in advance. Band should be seated in a place close to the equipment to ensure the ability to monitor equipment and make adjustments as needed.
12. In the event of circumstances that present a threat or implied threat of injury or harm to Band staff or any equipment in Band's possession, Band reserves the right to cease performance. If the Client is able to resolve the threatening situation in a reasonable amount of time (maximum 30 minutes), Band shall resume performance in accordance with the original terms of this agreement. Client shall be responsible for payment in full, regardless of whether the situation is unresolved or whether Band resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Band reserves the right to deny any guest access to the sound system, music recordings, or other equipment.
13. Band will comply with all local Laws and Ordinances regarding Show times, Loud Music or Nuisances ordinances, and other laws as applicable. Client will be responsible for any damages regarding such items. **It is understood that Band compensation is in no way to be affected if performance must be curtailed in order to conform to local Laws and Ordinances.**
14. In the event that location information provided is incorrect, Client will not be compensated or refunded in any way.
15. Bookings are on a first come basis and are only confirmed by a signed agreement and paid deposit. We recommend booking early to guarantee your date.
16. Client grants Band the irrevocable and unrestricted right to use and publish photographs of this event, including those in which Client and/or guests may be included. Photos taken should be considered fair use, and may be used for publications, electronic reproductions (web sites) and/or promotional materials or any other purpose and in any manner or medium. In addition, Client grants permission to alter the same without restriction. Client releases the photographer and Band from all claims and liability relating to said photographs.
17. In the event legal action becomes necessary, Client is liable for all legal fees pertaining to the matters at hand concerning this event.
18. In the event any guest at this function experiences any discomfort, the liabilities of the Band is limited to, upon the Client's request, immediately curtailing the issue causing discomfort. Our show may contain loud music, flashing lights, strobe lights, video projectors, and/or simulated smoke. Client is responsible for notifying those attending the event of these issues to prevent health problems or notifying Band in advance not to use any or all of these items.
19. Band will not be held responsible for things beyond our control (e.g. transportation complications while enroute to the location such as an accident or divergent traffic conditions). Band Liability shall be exclusively limited to the fee amount of this contract. Client agrees that in all circumstances, Band shall not be liable for indirect or consequential damages arising from any breach of contract.
20. The laws of the State of California shall govern this agreement. In the event of a suit involving or relating to this agreement, Client agrees that venue will be Orange County, California.