

T J & The Spurs - Entertainment Contract

This contract is for the personal services of musicians on the engagement(s) described below. This agreement sets forth the terms and conditions of that engagement, and is the entire agreement, no modification of this contract or representations made by either party shall be binding or valid, without a written agreement which has been signed by both parties.

This contract is made the _____th day of _____, 20__ between the undersigned purchaser of music (hereafter referred to as the house), and individual musicians, (hereafter referred to by the collective name **T.J. & The Spurs**).

1. Name of business, or organization or individuals

Name of performance site (if different from above)

Address of performance site

2. First day of engagement _____ Last day of engagement _____

Total number of performances covered by this contract _____.

Performance(s) will be (days/nights of the week) _____

Starting time _____ Finishing Time _____

3. Fee agreed upon \$ _____ per _____, to be paid _____

4. Additional terms and conditions _____

5. This and subsequent pages of this document contains further terms and conditions, which are a part of this agreement

In witness whereof the parties hereto have set their names o the day and year first written above.

Thomas James Astels
301 Freeman Rd #778
Central Pt, OR 97502
(541) 665-0282

T J & The Spurs - Entertainment Contract

page 2 of 2

A. The house will pay all collection and/or attorney fees and required to complete the terms of this contract. Should it become necessary for the musicians to pursue such action due to non payment or other breach.

B. **T.J.& The Spurs** is a collective name for a group of individual Musicians, under no circumstances should this contract be construed to imply the creation of" an employer/employee relationship between any of the contracting musicians and any or all of the other musicians in the group, including the performer acting as agent for the group. Each musician is individually responsible for his taxes and other obligations. The performer acting as agent, assumes no personal responsibility for any acts of commission or omission by any musician other than himself.

C. **Safety and Security:** The house is responsible for the actions of their patrons, guests, and employees. The house will take any and all action required to ensure the personal safety of the musicians and their equipment from injury or damage resulting from the acts of patrons guests and employees.

D. **Equipment storage** - engagements exceeding a single night: The house recognizes **T.J. & The Spurs** has reduced their fee in consideration of the reduced number of equipment set ups and tear downs involved in a multi night contract. The house therefore agrees to permit storage of musical instruments and equipment on it's premises and assumes a reasonable responsibility of protection of that equipment from theft or physical damage, including but not limited to fire and water damage.

E. **Access to equipment:** Nothing is in this agreement modifies in any way the ownership rights of equipment stored by the house. All equipment remains the exclusive property of the individual Musicians and cannot be held or attached by the house, regardless of reason. **T.J. & The Spurs** reserve the right to have access to and remove any and all musical instruments or equipment at any time, during normal business hours.

F. **Length of sets and intermissions;** The first set shall consists of 60 minutes, followed by a fifteen minute break or rest period. Each subsequent set shall consist of forty-five minutes, followed by a fifteen minute break. The preceding sentence applies to a typical four-hour engagement, reasonable adjustments will be allowed for odd hour number engagements. The house may use performance time for announcements, raffles, o other activity, however, all such activities which consume time, during which the band would otherwise be performing, shall be considered as performance time. No adjustment to fees or total performance time shall be made in these cases.

G. **Electricity:** Adequate an safe electrical power is the sole responsibility of the house. **T.J. & The Spurs** is not liable for failures to perform when, in the opinion of the musicians the electrical power provided by the house is inadequate or presents a hazard to themselves or their equipment. Power failures time lost due to power failures shall be considered as performance time. No adjustments to contracted performance times or fees will be made as a result of power interruptions, or the failure of the house to provide adequate and safe electrical power.

H. **Bail out provision:** effective only on engagements committed for eight or more performances. The house and **T.J. & The Spurs** jointly agree to the right of either party to cancel a single night performance and fee, provided two weeks advanced notification is given prior to the date of performance cancellation. Each party is allowed no more than one bailout cancellation per calendar month.

I. **Cancellations other than bail outs:** Performances and fees may be cancelled by the house in the event the performance site is destroyed or rendered unsuitable due to acts of God such as fire, flood or earthquake. Poor weather conditions shall not be considered as acts of God, unless they result in physical damage to the performance site.

J. **It is** recognized that illness, deaths and accidents may occur which may prevent a given musician from performing. Therefore, the right to substitute any musicians or musicians. Without notice, for the above or other professional considerations is reserved by **T.J. & The Spurs**.

K. **Affiliation:** Both parties recognize that all, none, or some of the contracted musicians may or may not belong to or are affiliated with any labor or professional organization. Membership and/or' nonmembership in any such organization by any of the musicians is specifically recognized as NOT being a requirement of this contract.