

Performance Contract

This contract, by and between the _____(hereafter referred to as “Employer”) and The Elkin Big Band (hereafter referred to as “EBB”),

Witnesseth:

WHEREAS, Employer desires to procure a musical performance by EBB, and WHEREAS, EBB desires to perform for Employer under the terms and conditions set forth below;

Now Therefore, for and in consideration of the mutual promises and covenants set forth below, the parties do hereby agree as follows:

- 1. The EBB agrees to provide a musical performance and will provide at least twelve musicians for said performance. The times and location of said performance will be
from: _____ to: _____ (time)
on: _____ (date)
at: (location)

- 1. Employer agrees to pay the EBB _____ for said musical performance at or before the completion thereof. If the Employer cancels the contract less than thirty (30) days prior to the performance, the Employer agrees to pay the EBB a cancellation fee of _____. **Checks should be made payable to: “Michael Beres”**. Additionally, the Employer agrees to the collection of cash tips during the event from the attendees of said event for the sole benefit of the EBB.
- 2. Employer agrees to provide a meal commensurate with that which is served to the guests of said event to the band members during the event.
- 3. The Employer and the EBB agree to the following additional terms: Employer will furnish sixteen (16) arm-less chairs and at least two 120 volt outlets, and the EBB will furnish a sound system, music stands and all other equipment required for the performance including an electric piano.

4. Should weather events or other Acts of God transpire which result in the cancellation of the event or the inability of band members to safely travel to said event, then this contract shall be considered null and void without cause or damages to either party.

5. This contract shall be construed under the laws of the State of North Carolina.

In Witness Whereof, EBB and Employer have caused this contract to be executed by their respective authorized representatives as of the day and year listed below.

Employer The Elkin Big Band

By: _____ (employer)

Title: _____

Date: _____

By: _____ (band manager)

Title: _____

Date: _____

Please sign and return a copy to:

Michael Beres

PO Box 1148

Sparta, NC 28675

336.467.5800

michaelberes9@gmail.com