

Fredericksburg Jazz Collective

Address/Phone/Fax
Email
Performance Agreement

Client _____
Company _____
Address _____
Phone _____

Date _____

Dear _____

This letter will serve as agreement for the following performance date(s) scheduled by (Band/company, hereinafter, Artist) agreed to by, both Artist(s) and FJC. Please sign this letter in acknowledgment of acceptance and return one copy to our office address and retain one copy for your records.

ARTIST(S):

CONTACT:

PERFORMANCE LOCATION:

FJC CONTACT:

VENUE CONTACT:

PERFORMANCE DATE(S):

PERFORMANCE TIME(S):

SET-UP TIME:

COMPENSATION:

Special Provisions:

- Artist and FJC agree to share equally in the promotion, marketing and development of the event.
- Artist will collect balance of compensation at the conclusion of the performance from FJC.
- Commencement of engagement, together with physical delivery of this agreement is deemed to be verification of an oral agreement of all terms by all parties. This agreement is to be considered by all parties, a non-cancelable agreement.
- The Artist agrees to perform (number of sets) beginning at times set forth above. The music selection is at the sole discretion of the Artist/FJC.
- Venue agrees to provide adequate access to multiple electrical outlets supplying 120 volts AC at 20amps.
- Buyer agrees to provide a minimum stage area of:
- Artist will allow enough arrival and set up time to begin performance at the agreed start times stated above.
- Appropriate attire will be worn for the performance.
- Artist will provide adequate sound system for _____ number of guests.
- Artist will provide all back line equipment: Full Drum Kit with hardware and cymbals, Bass amplifier, Guitar and /or keyboard amplifier and Keyboard (if the Artist has a keyboardist)
- Volume is at sole discretion of FJC and the Venue.
- Tips: Artist may collect and keep 100% of all monetary tips received at FJC sponsored events.
- FJC may have a separate tip bucket for to be received as donations.
- Artist Merchandise: Artist(s) may sell CD's, Download Cards, DVD's and any Artist(s) related merchandise from the stage or Merchandise table and keep 100% of all proceeds. Artist(s) are responsible for applicable sales tax.
- Artist(s) are permitted to post Signs, Flyers and Banners in cooperation with the venue, city and state guidelines.
- FJC will retain copyright control of all media (audio, video and photographic) during FJC events.

Indemnification:

- (a) By FJC. FJC will, indemnify and hold harmless the Artist from any and all loss, liability, damages, costs and expenses (including, without limitation, reasonable attorney's fees) incurred by the Artist as a result of any third party claim arising out of or relating to (i) the negligence or intentional wrongful acts of FJC, or (ii) any breach of any warranty, covenant, agreement or representation made in this Agreement by FJC. Artist will promptly notify FJC in writing of any such claim.
- (b) By Artist. Artist will indemnify and hold FJC, and its agents, employees, officers and directors, harmless from and against any and all loss, liability, damages, costs and expenses (including, without limitation, reasonable attorney's fees) incurred by FJC as a result of any third party claim arising out of or relating to (i) the negligence or intentional wrongful acts of Artist or (ii) any breach of any warranty, covenant, agreement or representation made in this Agreement by Artist. FJC will promptly notify Artist in writing of any such claim.

Additional Provisions:

Artist Hosting JAZZ JAMS:

- The Venue agrees to provide sound system for a quality performance. PA mixer, amplifier for two main cabinets and two monitors (including speaker cables).
- The Venue agree to provide an employee discount on food and drink to the Host Band/Artist
- Artist agrees to begin the performance with a 30 - 45 minute set of musical material of their choosing.
- An FJC representative will make announcements before the event begins and following the first set to invite performers to sit in.
- The music selected for the jam will be selected by the Guest performer or by the Host as determined by the players.
- Guest musicians will be given the opportunity to play a minimum of three tunes, before rotation.
- The rotation of guest performers will be determined by the Host Artist/Band and/or FJC representative.
- The Host Artist/Band must be capable of carrying a whole evening of music even if no Guest musicians sit in.
- The Host Artist/Band must be a group of professional players who can perform throughout the event in the styles of: Swing, Bebop, Latin, Fusion, Blues, Funk, Contemporary and Smooth. This is particularly important for the Rhythm Section (Bass, Drums and Chordal Instruments).

The mission of FJC is to present the best performances and events by our leading Jazz professional musicians and educators. Our goal is to hire a top flight band to lead the Jazz Jam event and nurture the guest performers and audience about the art of Jazz Music. Therefore, it is our understanding that the leader agrees to bring in the best musicians for this event.

For any future bookings please contact:

If you have any questions or need assistance with this job, please, do not hesitate to contact me. We look forward to a successful engagement.

Sincerely,

Artist Representative Signature _____

Date _____