

# THE LINUS BAND BOOKING AGREEMENT

## Legal information:

**THIS CONTRACT**, entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, is for the personal services of the Musician(s) for the performance described below. The undersigned employer and the undersigned musician(s) agree and contract as follows:

1. NAME OF MUSICIAN(S): **LINUS BAND**

2. NUMBER OF MUSICIANS: **3**

3. NAME AND ADDRESS OF PLACE OF PERFORMANCE:

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4. DATE(S) OF PERFORMANCE: \_\_\_\_\_

5. TIME(S) OF PERFORMANCE: \_\_\_\_\_

6. TYPE OF PERFORMANCE: **LIVE MUSICAL ENTERTAINMENT**

7. PERFORMANCE DURATION: **Three sets of approximately 60 minutes, plus two 30 minute breaks between sets, equaling 4 hours in total.**

8. WAGE AGREED UPON: \_\_\_\_\_ (*CANADIAN dollars only*).

9. OTHER TERMS AND CONDITIONS: **Inclusion of ALL SPECIFIED IN ATTACHED LINUS BAND PERFORMANCE RIDER.**

10. DEPOSIT: \_\_\_\_\_ Purchaser shall pay Talent this deposit amount as a good faith nonrefundable deposit no later than one (1) week after receipt of this contract in order to secure booking engagements. Payment should be made in the form of cash in CANADIAN dollars (via wire transfer), cashiers cheque, or money order made payable to **Brad Krauza** or **Mike Jervis** (NOT to **LINUS**).

11. PAYMENT OF BALANCE TO \_\_\_\_\_ MADE IN CANADIAN CURRENCY *NO LATER THAN ONE HOUR BEFORE* THE PERFORMANCE. Payment form may be cheque payable to **Brad Krauza** or **Mike Jervis**, or CANADIAN dollars CASH only. Purchaser shall not offset any expenses or taxes of any type against the Fee. Any and all overages must be paid in the form of CANADIAN dollars in CASH.

15. CANCELLATION

a) Provided TALENT is ready, willing, and able to perform, PURCHASER agrees to compensate TALENT in accordance with the terms hereof, regardless of inclement weather, Act of God, fire, accident, riot, strike, or any other event similar or dissimilar to the foregoing events which would prevent or interfere with the presentation of the performance hereunder.

b) Notice of cancellation in advance shall be deemed received only upon direct voice

contact between TALENT and PURCHASER. In the event that this is not possible PURCHASER should notify TALENT by written communication sent via overnight express delivery.

c) It is hereby agreed and understood that should TALENT fail to appear for reasons such as any Act of God, civil war, natural disaster or airline or other transportation problem over which TALENT has no control, this Agreement still stands.

## 16. BILLING AND PROMOTIONS

a) TALENT shall be billed on all promotional materials as: LINUS - The Okanagan's newest and hottest cover band (along with logo) [name and affiliations of Talent]. The domain name [www.linuskelowna.com](http://www.linuskelowna.com) must also accompany all advertisements and promotional materials.

b) PURCHASER agrees to provide TALENT with copies of all promotional material involved in Event, such as fliers, posters, advertisements, photographs, video and audio recordings, within one week of end of Event.

## 17. MISCELLANEOUS

a) In the event that (1) TALENT is advertised for event but is not sent deposit or (2) proper travel arrangements to secure the booking have not been made, PURCHASER agrees that it is responsible for paying TALENT the full amount of the deposit regardless of whether TALENT is present at event. This payment should be sent via overnight express delivery no later than one (1) week following the event.

b) PURCHASER is required to fulfill all of TALENT'S reasonable requests in regards to food and beverage needs and guest list privileges at the Event.

c) The number of persons attending Event shall not affect the said terms and conditions contained herein.

d) This Agreement may not be assigned, in whole or in part, by either party without the prior written approval of the other party to this Agreement. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.

e) This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

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for Musician(s)/ TALENT

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for Employer / PURCHASER