



This Contract, made and entered into this 29th of July 2014 by and between Escalade Showband, managed by Tyrone Roby, party(ies) of the first part, hereinafter called Artist(s), and Leah Fauver, party(ies) of the second part, hereinafter called Buyer.

WITNESSETH: That for the personal services of the artist(s) and subject to the terms and conditions hereinafter set forth, Buyer contracts said Artist(s) and said Artist(s) hereby accepts said engagement.

The purpose, terms and conditions of the Contract are as follows: Wedding reception and party for Leah and groom: Clark Kent

Date and Time of Performance: Saturday , May 30, 2015, 8 pm to 11 pm
setup crew will arrive about 3-4 hours prior

Event location: Houmas House, 40136 Hwy 942, Darrow, LA 225/473-9380

Fee agreed upon: \$5500 fee includes all band and travel expenses

BUYER AGREES to make payments as follows: \$1000 retainer with signed contract; balance of \$4500 due to act 10 days prior to event or NLT 4/15/2014.

Special Provisions

Buyer and Artist agree that this contract is not subject to cancellation unless both Buyer and Artist have agreed to such cancellation in writing, and received at the Grand Band office not less than 60 days prior to event dates January 1 through November 30; and not less than 90 days prior for all events in December. It is further agreed that any cancellation by Buyer will result in a forfeiture of the Buyer's retainer unless the Artist can be booked for another engagement on the same date and for a fee which equals or exceeds the contract price set forth herein. This forfeiture of retainer is in addition to any other remedies enumerated in this contract or afforded by the law to the Artist. Unless other specific stipulations in this contract prevail, this non-cancelable provision means: Reserving an act for an event date by signing this contract and sending an advance payment, deposit, or retainer obligates buyer to pay for the Artist even if an event is cancelled or re-scheduled for any reason. Should Buyer cancel date for any reason, other than mutually, in writing as described above, no advance payment, deposit, or retainer shall be considered for return to Buyer.

The terms and conditions on back page are hereby made a part of this contract along with any attached riders, if any. By signing this form, I agree that I have read, understand, and agree to both the front and the back page of this contract.

WITNESS OUR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN:

Buyer signature

Artist/Agent signature

Leah Fauver
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no riders attached

ENTERTAINMENT CONTRACT PAGE TWO

Additional Terms and Conditions

Cancellation: Cancellation stipulations are described on Page One of this contract. It is agreed that the Agent's and Agency office time, personnel services and expenses incurred in advertising, booking, confirming and scheduling Artist occur well before the event takes place. If a buyer cancels an event, it is agreed that any deposit/retainer sent to Agency or Agent may be retained as earned fees, at Agent's or Agency's option.

The Artist's agreement to appear and perform is subject to detention by sickness, accident, civil tumult, strikes, epidemics, acts of God, or conditions beyond control. In such event, a like act will be substituted, at Buyer's option and approval when time permits. If Buyer declines substitution, the Artist's net cost will be refunded. Otherwise, the best efforts of the Agency to produce the event with the most appropriate and similar act available, shall be considered fulfillment of this contract's specifications and deemed substantial performance according to the contract.

Disasters, or forecasts or threats of: Including but not limited to storms, hurricanes, floods, earthquakes, or fires affecting the event, damaging the venue, event location or areas nearby to event, do not require advance payments, deposits, or retainers paid to Agency or Artist to be returned to Buyer. Good faith attempts will be made to reschedule.

Outside Engagements: Artist reserves the right to refuse to perform outdoor engagement when, in Artist's judgment, performance conditions would be dangerous or hazardous to instruments, equipment, or personnel. It is the responsibility of the Buyer to provide a suitable and safe location as an alternative in case of adverse conditions. Buyer also agrees that if no such site is reserved, and the Artist is unable to perform or fulfill contract due to adverse conditions, the full contract price shall be awarded to Artist in compensation for its time, effort, and loss of an income-producing date. This means that, in the event that snow, sleet, rain, hail, extreme fog, windstorm, lightning or thunderstorm occurs, either wetting the bandstand area or threatening to do so, or, creating what could be classified as a hazardous condition; then, the Artist may, at his discretion, refuse to perform, stop playing and/or pack equipment to prevent equipment damage or personal injury. In such event, any remaining fees due to the act must be paid, immediately, with no deduction for contracted time not played.

Extra Setups in same or different locations directed by Buyer or his/her representative, or due to weather may subject Buyer to additional setup fees. Buyer agrees to provide sufficient electrical service within 50 feet of any act setup location, unless otherwise specified. If, upon arrival at play location, adequate electrical service has not been provided as described, the additional time needed for the Artist to install wiring may be included as contract play time, and shall not be a subject of contention, even if it delays the contract starting time of the act. Agency will perform on-site review, whenever possible, to confirm setup, staging, electrical details and alternate sites for outside performances or difficult indoor setup placements.

Fee quoted is based on various factors, including location, room, play time, date, personnel, and equipment needed by Artist to accomplish job and give best performance. If Buyer changes any critical detail(s) from time of contract signing causing additional travel, loading or setup time and expense, there may be an adjustment increasing the price quoted. Booking agent or Artist should be consulted when considering any significant changes from details as listed on Page One.

Personnel changes within an act, made by Artist or manager, shall not constitute a material change in the contract. No particular personnel lineup, instrumentation, numbers of members, song or play list is either promised or guaranteed, unless specified on Page One of contract or on a rider. Artist is free to select personnel and repertoire he/she deems most appropriate to effectively and adequately impress and/or entertain the expected audience through Artist's performance.

Buyer agrees to be responsible for any **damage** or **loss** of/to Artist's equipment, if damage is caused by Buyer or guests.

Buyer is **not** considered to be an **employer** in any sense of the word, but merely contracting the services of Artist for the one-time date as specified in the contract. Artist is not employed by buyer, and, as such, is responsible for his/her/their own taxes, social security, insurance, bonds, licenses, or other required items as specified by federal, state or local laws or provisions.

Artist and Buyer agree that Agency has provided a valuable service in arranging this booking. If, within twelve months, Artist accepts rebooking or any other booking from Buyer or guest(s) due to this event listed on page one of this contract, then the Artist agrees to negotiate future play date(s) through Grand Band Agency and/or pay standard booking fee to Agency.

Buyer, in signing this contract, him/her self, or in causing the same to be signed by a representative, acknowledges his authority to do so, warrants that he/she is of legal majority and hereby personally assumes full responsibility and liability for the amount (full wage agreed upon) stated herein, plus any fees and costs (including attorney's fees in the maximum amount authorized by law) incurred in collecting the full wage agreed upon.

It is understood and agreed by the Buyer and Artist that Grand Band Agency is **not a party** to this contract and that its only function is that of an entertainment agency; and further, that Agency is not responsible to either party for **breach** of this contract. It is further understood that Grand Band Agency assumes no liability hereunder; However, Grand Band Agency will assist and aid in settlement of any breach, provided both parties are willing to negotiate in good faith.

This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Alabama.