



### **BAND PERFORMANCE CONTRACT**

This contract (the "Agreement") is made on this day of \_\_\_\_\_, between Seachasers Lounge and "\_\_\_\_\_" (the "Band") for the hiring of Band as independent contractors to perform (the "Show") for Operator at Seachasers Lounge (the "Venue"), located at 831 1st St. N Jacksonville Beach, FL 32250.

It is agreed as follows:

1. **Place, date, and time of Show.** The parties agree that the time and place of Show will be at the Venue, located at the above address of venue, on the day(s) 4/27 from 10pm-1am.
2. **Description of Show.** Show will be a musical performance with musical content decided by Band. Show will last of a minimum of 180 minutes with set breaks.
3. **Payment.** Compensation for the Show will be \_\_\_\_\_ dollars, payable by check the night of the performance.
5. **Force Majeure.** In the event Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of Band, and the parties may negotiate a substitute Show on the same terms as this Agreement save for the time of Show, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure. Artist/Band will do all reasonable and possible efforts to find a replacement for missing artist to ensure event/gig will still occur.
6. **Food and Drink.** May be purchased with a 25% discount.
7. **Parking.** Operator will secure sufficient parking for Band's vehicle within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the show and lasting until 1 hour after the show. Artists will need to load in and out in designated area and move vehicle during performance time.

8. **Sound System.** Is not provided by venue and needs to be provided by band.
9. **Security, Health, and Safety.** Operator warrants that Venue will be of sufficient size to safely conduct Show, that Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary. Operator maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims.
10. **Indemnification.** Operator indemnifies and holds Band harmless for any claims of property damage or bodily injury caused by Show attendees.
11. **Arbitration settles disputes.** All claims or disputes by either party from or under this Agreement will be submitted to arbitration using the service located at URL resource locator: <http://www.judge.me> (the "Arbitration Service") and according to the rules of that Arbitration Service. Any court that would otherwise have had jurisdiction over the dispute will enforce both settlement by the Arbitration Service and any arbitration award. Parties will be their own costs, save that any fee charged by Arbitration Service to submit the case to Arbitration Service may be recovered from the other party in a arbitration award.
12. **Severability.** If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.
13. **Interpretation.** Agreement will be interpreted according to the laws of Homestate.
14. **Riders.** Nothing in Agreement shall prevent any rider from being added to Agreement that is favorable to Band, as judged by Band. All riders must be in writing and signed by the party against whom enforcement is sought.
- The below-signed Band Representative warrants s/he has authority to enforceably sign this agreement for Band in its entirety. The below signed Operator's Representative warrants s/he has authority to bind Operator and Venue (above).

Signature of Band Representative: \_\_\_\_\_

Band's Representative typed name and title: \_\_\_\_\_

Band's typed name:

Operator's Representative Signature:

\_\_\_\_\_  
Operator's Representative typed name and title:

Nancy Parliment- Entertainment Coordinator