

**Performance Contract**

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| Date of contract |  |
| Purchaser |  |

This performance agreement is made and entered into by and between the Purchaser and the Musician: Facsimile.

In consideration of the mutual covenants herein contained and, intending to be legally bound hereby, the Purchaser and Musician agree as follows:

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| **1. Engagement** | The Purchaser hereby engages Musician to render a musical performance (“The Performance”), and Musician hereby agrees to render such performance under the terms and conditions specified herein.  Musician’s obligation to perform hereunder is subject to the unavailability of Musician as a result of sickness, accidents, acts of God, and other reasons beyond Musician’s control. | |
| **2. Place of Engagement (venue)** | Name: |  |
| Address: |  |
| **3. Date of Engagement** |  | |
| **4. Hours of Engagement** | The Musician will provide 2 x 45 minute performances with a minimum 15 minute break in between. | |
| **5. Musician’s Requirements** | The Purchaser confirms that the Musician will have access to the venue for a minimum of 1 hour for setup and sound-check, and for a minimum of 1 hour for breakdown and get out at the end of the Performance. | |
| **6. Terms of Engagement** | Musician shall provide all instruments, PA system, lighting (if needed), power cabling and facility for Purchaser to play an iPod (or similar) before Performance and during break. All Electrical equipment will be safety tested.  Purchaser must immediately inform the Musician if the venue has a sound limiter. The Musician will not be held responsible should the performance be stopped, disrupted or impossible due to a sound level meter/limiter.  Purchaser shall provide:   * suitable staging (min 4m x 3m) * access to clean electric power (min 2 outlets) * access to the performance space (it is assumed that it is on ground level or via a lift) * parking for one large van and one car * storage space for cases * 5 guest tickets for non-private Engagements * accommodation for 5 people if Performance will finish after midnight and the Place of Engagement is more than 50 miles from DE4 4AW   Please inform the Musician if you are unable to fulfil any of the above. | |
| **7. Payment** | In full consideration for all services rendered by Musician at the performance(s), Purchaser agrees to make the following payments in U.K. £s to Musician: **£2200.**  The Musician requires a non-refundable deposit of **£200** upon signing the contact to secure the booking, which can be paid in cash, cheque or by bank transfer.  The rest of the payment is to be made in cash at the end of the Performance.  Bank transfer details:  Gareth Metcalf, Sort Code: 60-14-15, Account Number: 53728491 | |
| **8. Cancellation** | In the event the Purchaser cancels the Performance less than 3 weeks prior to the scheduled performance date, Purchaser will pay Musician a sum equal to the full agreed Payment.  Upon payment of said cancellation fee, Purchaser will have no further liability to Musician hereunder.  If the Musician cannot perform due to unavailability of Musician as a result of sickness, accidents, acts of God, and other reasons beyond Musician’s control then the deposit will be refunded and this contract deemed null and void. | |

***The signatures below confirm that the parties have read and approve all terms above.***

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| Purchaser |  | Musician(s) Representative |
|  |  |  |
| Date |  | Date |
|  |  |  |
| Address & Contact Details |  | Address & Contact Details |
|  |  | Gareth Metcalf  18 Milldale Road  Long Eaton  Derbyshire  NG10 3HS  07939 213 031  [info@facsimileband.com](mailto:info@facsimileband.com) |