

PERFORMANCE AGREEMENT

THIS AGREEMENT, entered in this the _____ day of _____, 20____ by and between OBX Music LLC (hereinafter referred to as "Artist") and _____, (hereinafter referred to as the "Client"),

WITNESSETH:

WHEREAS, the Client desires to engage the Artist to perform musical services which are described in this Agreement and Artist desires to provide such services;

NOW, THEREFORE, the parties to this Agreement do agree to the following terms and conditions:

ARTICLE 1. SCOPE OF SERVICES

a) The Artist shall provide the following services:

Individual Services:

- Wedding Ceremony Music \$350
- Cocktail Hour Acoustic Music \$350
- Acoustic Rehearsal/Reception Music (3 hrs) \$700
- DJ Services (3 hrs) \$700
- Wireless Mics (for Ceremony) \$300
 - Add Audio & Video Social Streaming \$150
- Be Your Own DJ (up to 6 hrs) \$600
- Uplighting – 18 fixtures (add to any package & save \$200) \$1000
- Custom Service _____ \$_____

Packages:

- Platinum Plus Package (**\$500 Savings**) \$2200
Platinum Package + Uplighting
- Platinum Package (**\$250 Savings**) \$1450
Gold Package + Wireless Mics (Ceremony)
- Gold Package (**\$200 Savings**) \$1200
Ceremony, Cocktail Hour, + 3HR DJ Services
- Silver Package (**\$100 Savings**) \$900
Ceremony & Wireless Mics + Cocktail Hour
- Custom Package _____ \$_____

Band Packages & Services:

- 7-Piece Band Package** – two guitars, bass, drums, keys, sax, percussion \$3600
(Solo Acoustic Ceremony & Cocktail Hour, DJ for Intro & Dinner, 3HR Band Reception)
- 4-Piece Band Package** – two guitars, bass, drums \$2500
(Solo Acoustic Ceremony & Cocktail Hour, DJ for Intro & Dinner, 3HR Band Reception)
- Band Reception** (3 hrs) – 4-Piece or 7-Piece Band \$2000-\$3000

b) The Artist shall perform for a period of _____ hour(s) on the _____ day of _____ 20____, beginning at _____ o'clock ____m. and ending at _____ o'clock ____m.

c) Location(s) of Event: _____

- d) Artist shall provide all music musical equipment, amplifiers, microphone and all other equipment necessary for performance.
- e) Artist is entitled to (1) meal & (1) fifteen-minute break per hour while providing services for three hours or longer. Appropriate background music will be provided by Artist during breaks. (More meals are required when booking band services – ie: 4pc Band = 4 Meals)
- f) Client shall provide electrical outlets sufficient to power Artist’s equipment **within 25 feet** of the area designated by Client for Artist’s performance. Client will be charged \$1/ft if distance is greater than 25ft.
- g) Client shall provide a minimum of 150 square feet of performance space for the 4-piece band and a minimum of 250 square feet for the 7-piece band. Client will provide a stage if performance is outside.
- h) If performance is to be outside, Client shall provide cover under a deep, dry overhang, tent (with sides), or other structure of a size sufficient to protect Artist and equipment from inclement weather. If no such tent or structure is provided, Artist, at Artist’s sole judgment, upon threat of inclement weather, may cease performance, secure all equipment, and resume performance upon passing of the inclement weather if: 1) desired by Client and 2) the passage of time does not conflict with a subsequently scheduled performance of Artist’s. If no structure is provided and equipment is damaged by inclement weather, the Client will be held responsible for replacement of Artist’s equipment. – Initials: _____

ARTICLE 2. COMPENSATION SCHEDULE

Initials: _____

a) Client shall pay the Artist a fixed fee of \$_____ (Article 1a + Article 2c + Article 2d) which shall constitute full compensation for performance furnished by the Artist under this Agreement. This fixed fee (along with fees for additional services and upgrades agreed upon henceforth) must be paid 60 days prior to event. Once the final balance is paid, it is non-refundable. If performance is cancelled within 60 days of event, the full balance is still due.

Acceptable forms of payment: cash, check, or Venmo (@jeremyrussellmusic)

b) A 50% non-refundable deposit of \$_____ (50% x Article 2a) made payable to "OBX Music LLC" due as a one-time retainer fee to reserve the performance date.

c) Upon request and at acceptance of Artist, Artist may perform for additional time and Client agrees to compensate Artist for such additional time at the rate of \$ 200 per hour (\$ 500 per hour for band).

d) An additional travel fee will be applied depending on location(s) of performance (circle one):
Carova (4x4), Ocracoke - \$300; Corolla/Duck, Hatteras, Currituck - \$100; Southern Shores to Nags Head – No fee

Band Travel (circle one – if applicable):

Carova (4x4), Ocracoke - \$1000; Corolla/Duck, Hatteras, Currituck - \$200; Southern Shores to Nags Head – No fee

ARTICLE 3. CONTACT INFORMATION

Artist Contact Information:

Jeremy Russell
PO Box 241
Nags Head, NC 27959
jeremyrussellmusic@gmail.com
(252) 305-6440

Client Contact Information:

_____	&	_____
<small>Name</small>		<small>Fiancé</small>
_____		_____
<small>Address</small>		<small>City, State & ZIP Code</small>
_____		_____
<small>Email Address</small>		<small>Phone</small>

ARTICLE 4. PERSONAL SERVICE GUARANTEE

Artist will serve as your exclusive event entertainer. In the unlikely event of circumstances beyond our control (hospitalization, accident, etc), Artist will make every effort to find a replacement for your event.

ARTICLE 5. MISDIRECTION

Artist is not responsible for late start time in cases of misdirection. Client is responsible for allowing Artist access to site for set-up as well as directions and notification of time/location changes.

ARTICLE 6. LEGAL FEES

Contract Executor/Signee is responsible for all legal fees in the event of court action.

ARTICLE 7. ATTENDANCE

Artist attendance is guaranteed in compliance with the terms of this contract. In the highly unlikely event of a 'no-show' to a regularly booked, scheduled, and fully paid-for event, Artist will refund the balance, in full, to the Contract Executor/Signee.

ARTICLE 8. ARTIST AS INDEPENDENT CONTRACTOR

The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the Client.

ARTICLE 9. ACTS OF GOD

Artist is not responsible for "Acts of God" or other events outside of our control that result in the early cessation of event (i.e., intervention by law enforcement, power interruption, weather, or guest actions).

ARTICLE 9. ACTS OF GOD (cont'd)

Initials: _____

In the event of extreme weather or "Act of God" that results in a mandatory evacuation or a similar circumstance, Artist will make every effort to reschedule when evacuation is lifted. The Artist will keep the balance paid as a retainer for the new date. Client will have one year to redeem the credit paid to Artist and a new contract will be drawn up to reflect the new date and new agreement; and should Client fail to timely redeem, Artist shall keep the sums paid.

We highly recommend purchasing wedding insurance to all clients - policies range from \$150-\$600.

ARTICLE 10. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I, Client, hereby certify that my contract with Artist is entirely voluntary. I realize that dancing is a dangerous, extremely risky activity and that I may be injured or killed as a result of my participation in it and, therefore, in consideration of the fiscal authorization of the event by Artist, I hereby agree to indemnify and hold harmless Artist and its directors, officers, appointees, agents and employees, (the "indemnified parties"), or contractors from any and all losses, costs, damages and expenses, including attorneys' fees, arising out of or resulting from any claim (including claims based in whole or in part upon allegations of negligent acts or omissions of any of the indemnified parties) by or on behalf of any person, or by or on behalf of me or any of my personal representatives, for any personal injury, death or damage to property arising out of my participation in this activity including but not limited to my injury or death as a result of causes which ordinarily occur before, during or after such activity.

ARTICLE 11. ASSIGNABILITY

The work and services required of the Artist are personal and shall not be assigned, sublet or transferred without the prior written approval of the Client.

ARTICLE 12. ENTIRE AGREEMENT

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

ARTICLE 13. MODIFICATION

No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing and signed by both parties hereto and approved by appropriate action of the Client.

ARTICLE 14. WAIVER

No waiver of performance by either party shall be construed as a waiver of any subsequent default of any terms, covenants and conditions of this Agreement. The payment of acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

ARTICLE 15. GOVERNING LAW

This Agreement, regardless of where executed and performed, shall be governed by and construed in accordance with the Law of the State of North Carolina. The venues for disputes arising under this Contract shall be the courts held in Dare County, North Carolina.

Witness our hands and seals the dates set forth below.

Initials: _____

By my signature on the original contract, I acknowledge receipt and acceptance of the terms and conditions of this agreement as outlined.

Jeremy Russell		/ /	(SEAL)
Artist (print)	(signature)	Date	
		/ /	(SEAL)
Client (print)	(signature)	Date	