

CONTRACT FOR ENTERTAINMENT SERVICES

This contract is entered into by Transpire Mental Health, on behalf of _____, "the Band" herein

Name _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____, hereinafter referred to as "the Client" for the purpose of the Client hiring the Band to provide musical entertainment subject to the following provisions:

The date and location of the engagement is to be:

Location: _____

The band agrees to provide musical entertainment at this location for the client on the following date and time:

Date: _____ **Hours of engagement:** _____

at the following rate: _____ (per hour) or (fixed fee).

Payment for Services: The Client agrees to pay for services rendered as follows or as is outlined in the section entitled "Ticket Sales":

Retainer (Retainer waived by: _____)

\$ _____ (50%)

(due one week prior to the engagement)

Upon commencement of engagement \$ _____

Total fees not to exceed: \$ _____

Ticket Sales:

_____ Non-ticket sales event

or

The band agrees to sell _____ tickets in advance of the performance at the rate of \$ _____ per ticket. The band will purchase advanced sale tickets for \$ _____ per ticket. Complete settlement of pre-show ticket sales at least 15 minutes before the band is due to perform. The settlement is to be completed with the venue manager and a duly appointed representative of the band. All tickets must be accounted for at this time.

In addition, the band will receive _____% of all ticket sales for the performance and _____% of the bar receipts for the evening. Sales audits will be furnished to the band upon _____

request. All fees will be paid on the date of the performance.

Performance Rider Specifications:

The client agrees to provide for the band or arrange with third parties for the provision of the following free of charge:

- Sufficient power for sound amplification (Standard 115 - 120 volt, 15 amp power source -- 2 separate circuits) within 25 feet of the location of the band.
- Sufficient space for the band to set up. (Approximately 125 square feet)
- Water or non-alcoholic refreshments, free of charge.
- Access, parking, egress to and from the location of the performance and sound check at least 1/2 hour prior to scheduled commencement of entertainment.
- Approvals from all appropriate jurisdictions for the broadcast of amplified sound. (Discontinuation of a performance by local authorities in no way mitigates the client's requirement to pay for services in full)

The Client is responsible for providing adequate security. The Band is not responsible for any damage caused to electrical circuitry, Client or house-supplied equipment (extension cords, generators, circuit breakers, fuses, public address systems etc.) or any damages to the Client's or third parties' property caused by guests or attendees. These liabilities are borne solely by the client.

The guest list for the band may include up to one per band member.

All promotional material will include the following information:

- Date and time of the event.
- Age restriction or state that it is an "all age show"
- Band name and logo (if provided by the band in time for collateral printing)

The band reserves the right to substitute any member of the band unable to attend, at the band's discretion. In the event the Band is unable to perform, all retainer moneys will be returned to the Client less the cost of show promotion and show cancellation costs, not to exceed a withhold of 30% of the retainer.

The balance of Client and Band responsibilities and agreements are summarized in Exhibit A attached to this agreement. Please sign and send to the address below, with a check of the appropriate amount to secure the date.

Agreed to by:

The Band: _____

Client: _____

Date: _____

Date: _____

EXHIBIT "A"
STANDARD TERMS AND CONDITIONS

The Client and The Band agree that the following provisions are a part of their agreement:

1. Time, Fee and Cost Estimates: Fees are quoted as fixed fee figures and are considered "not to exceed" figures without approval, written or verbal by the Client. Any tips, gratuities offered to the band or material benefits voluntarily provided by the attendees of the performance for the band become the sole property of the Band. The Band will make every effort to comply with the time estimates provided, but is not responsible for any inaccuracies due to factors beyond its control.

2. Payment, Breach, Attorney's Fees: Fees and all other charges (including direct costs), will due and payable in full upon completion of the performance. In the event any invoice or portion of fees due are unpaid 5 calendar days following the performance date, the amount owed shall be considered delinquent. Delinquent amounts shall bear interest at the maximum non-usurious interest rate permissible by law or 25% per annum, whichever is higher, from the performance date until paid in full. In the event of delinquency or nonpayment, The Band, at its discretion, may suspend all further performances, and will so notify Client. In the event payment is not received within five (5) days of our notice of your overdue amount, The Band may deem this Agreement to be breached, retain all sums received from Client to date of breach and Client shall be liable to The Band for its damages resulting from such breach. In the event of any litigation in respect to payment or any other breach of the terms of this Agreement, the prevailing party shall be entitled to reasonable costs and attorney's fees.

3. Performance: At the discretion of The Band, the performance due the Client pursuant to this Agreement may be withheld until all sums due The Band, pursuant to this Agreement have been paid.

4. Warranties: The Band makes no warranty, either express or implied, as to the nature of the performance or specifications, except that they were promulgated in accordance with generally accepted practices within the industry.

5. Amendment of Agreement: This Agreement of which these Terms and Conditions constitute a part, comprise the entire Agreement of the parties with respect to the subject matter hereof. No conditions or representations, altering, detracting from, or adding to the terms hereof shall be valid unless printed or written hereon, or evidenced in writing by either party to this Agreement and accepted in writing by the other. Purchase orders or similar documents issued by the Client are solely for the purpose of signifying acceptance of this Agreement and authorizing payment hereunder.

6. Assignment: Neither party shall assign this Agreement without the written consent of the other.

7. Invalid Provisions: In the event any provision of this Agreement shall be held to be invalid or

unenforceable, the other provisions of this Agreement shall remain valid and binding on the parties.

8. Waiver: One or more waivers of any term, condition or covenant by either party shall not be construed to be a waiver of a subsequent breach of the same or any other term, condition or covenant.

9. Law Governing Jurisdiction: In the event of litigation on this Agreement, the interpretation thereof, and all disputes or controversies arising hereunder, shall be governed by the laws of the State of Ohio, and brought and tried in Sandusky County, Ohio.

PHOTO RELEASE FORM

I hereby grant permission to Transpire Mental Health to use photographs and/or video of me taken on Date _____ at Location _____ in publications, news releases, online, and in other communications related to the mission of Transpire Mental Health.

(Signature of Adult, or Guardian of Children under age 18)

Name _____

Address _____

Phone (day) (evening) _____

Email Address (optional) _____

Thank you!