

TANTRUM Band (“Artist”) Performance Contract

1. Electrical Power:

Venue is to provide at least two stage power outlets of 240 Volt/10 Amps, located within 3 metres of stage left and/or right.

2. Stage Area

Venue is to provide a suitable stage area with dimensions no less than 5 metres wide x 3 metres deep unless otherwise negotiated. Proposed artist stage layout is shown below.

3. Technical:

Artist is to supply their own PA system, to be determined at performance location.

4. Liability:

As soon as the Artist's materials, i.e. equipment / instruments / belongings, are on the event property, the Venue shall do everything practicable to protect said materials from damage or theft by third persons. Liability rests with the Artist.

5. Preparation Time:

Venue guarantees Artist minimum 90 minutes time will be allotted for set-up procedures regarding the stage, PA system and stage lighting

6. Parking:

Venue agrees to provide reasonable free access to stage area from carpark, and at least one parking area near the stage capable of accommodating one sedan vehicle.

7. Weather Protection:

Venue guarantees Artist (during open-air events), that the Artist and their equipment will be protected from inclement weather conditions, including the entire stage, PA system and stage lighting areas.

8. Advertisement:

Venue is responsible to advertise and promote Artist appearance at the event covered by this contract. Upon receipt of written request Artist will supply Venue with promotional posters.

9. Advance Cancellations:

Should the event covered by this contract be cancelled in advance of the agreed performance date by the Venue, and Venue does not offer Artist a revised performance date under the same conditions covered by this agreement, Venue agrees to pay Artist a cancellation fee in the amount of \$200.00 or 20% of the performance fee whichever is greater. Advance Cancellation notice limit is prior to 7 days before date of the event covered by this agreement.

10. Event Cancellations:

Should Artist arrive at the event location and learn upon arrival that the event covered by this agreement and/or their scheduled performance has been cancelled, Venue is obligated to pay Artist the entire performance fee due or remaining balance due thereof immediately.

11. Artist Status:

Artists are considered self employed and pay their taxes according to New Zealand law.

12. Artist Behaviour:

Artist agrees to obey Venue's house rules and shall act in a disciplined and professional manner at all times.

13. Program:

Artist maintains absolute artistic freedom regarding the selection, order and presentation of the musical program and is free to accept or decline suggestions, recommendations, instructions etc., which the Venue may wish to provide in advance of Artist's performance.

14. Breaks and Playing Time

The Artist performance sets will be no less than 45 minutes per hour, with one break per hour of no greater than 15 minutes. The Artist reserves the right to increase the set lengths if necessary.

15. Break Music

Unless otherwise agreed, the Artist will be responsible for providing all appropriate break music during the break period.

16. Refreshments

The Venue will provide non-alcoholic refreshments to the Artist for personal consumption during the performance, free-of-charge and at reasonable levels. Free refreshments are limited to water and sodas (i.e. Coke, lemonades, lime and soda etc). Alcoholic beverages will be supplied at the discretion of the Venue.

17. Permits:

Performance Venue is responsible to obtain all necessary local permits related to the event covered by this agreement at no cost to the Artist.

18. Copyright Societies:

Venue is responsible for any and all submittals and/or payments which may be due to copyright societies related to the event covered by this contract.

19. Acts of God:

Venue and Artist reserve the right to cancel this contract in the event of any unforeseen event which could be considered an Act of God, such as but not limited to, fire, flood, earthquake, extreme inclement weather, terrorist attack or threat, accident involving physical injury, illness (against Doctor's certification). Under these circumstances neither Venue nor Artist shall be made financially liable.

20. Breach of Contract:

Should Venue or Artist refuse to fulfil their individual obligations covered by this agreement, then the breaching party can be made liable for damages resulting to the non-breaching party including cost and collection of attorney fees.

21. Jurisdiction:

This Agreement shall be construed and enforced in accordance with the Laws of New Zealand and the parties submit to the exclusive jurisdiction of the New Zealand courts.

22. Payment of Performance Rates:

Unless agreed in writing prior to the performance, the full performance rate must be payable on or before the conclusion of each performance. Acceptable forms of payment are cash or cheque. Bank deposit may be made by mutual arrangement; however the funds must be received by the Artist no later than 3 working days after the performance.

23. Agreed Performance Times and Rates:

The Artist agrees to commence the performance no greater than +/- 5 minutes of the agreed start time and complete the performance no greater than +/- 5 minutes of the agreed finish time, unless otherwise instructed by the Venue.

The following are the agreed date/s and time/s of the performance:

Day	Date	Start Time	Finish Time	Performance Rate

24. Parties to this Agreement:

Venue Trading Name:	
Venue Address:	
Authorised Person:	
Signature:	
Date:	
Artist Name:	Tantrum Band
Authorised Signatory:	
Date:	

Artist Contact Information:

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Tantrum Band – proposed Stage Layout

Front of stage

