

## **Musician Performance Agreement** (Private Event)

**This contract is** for the professional musical services of the Act described below and is made between \_\_\_\_\_ (**Bandleader or Musician**) and \_\_\_\_\_ (**Purchaser**).

1. **Performance** Act will provide \_\_\_\_\_ total minutes or \_\_\_\_\_ sets of music, \_\_\_\_\_ minutes in length each.
  
2. **Name of Act:** \_\_\_\_\_  
Type (circle): Solo Musician or Band  
(If Band) Name of Bandleader: \_\_\_\_\_  
(If Band) Total Number of Musicians: \_\_\_\_\_
  
3. **Date of Performance:** \_\_\_\_\_  
Starting time of Performance: \_\_\_\_\_ Ending time of Performance: \_\_\_\_\_
  
4. **Location of Performance**  
Venue Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_
  
5. **Type of Performance:** (e.g., dance, stage show, banquet etc.) \_\_\_\_\_
  
6. **Compensation**
  - The Purchaser will pay the Bandleader / Musician \$\_\_\_\_\_. The Purchaser shall pay a non-refundable deposit of \$\_\_\_\_\_ at the time this contract is signed. In the event of cancellation, this deposit will serve as a cancellation fee.
  - The Purchaser will pay the Bandleader/Musician within 1 hour of conclusion of performance. If the Purchaser fails to pay on time, the Purchaser will pay a penalty of an additional payment of \$\_\_\_\_ or \_\_\_\_\_% of the amount owed.
  - If Act is a Band, payment will be made to Bandleader, unless otherwise agreed to, who will be responsible for payment to the other musicians.
  
7. **On-Site Contact** The Act's on-site contact for the performance, for the purposes of granting site access, set-up, sound equipment use, etc., shall be: \_\_\_\_\_ . If such contact changes before the date/time of performance, the Bandleader or Musician shall be promptly notified of a replacement.
  
8. **Act Responsibility** The Bandleader/Musician agrees that the Act will provide:
  - The Act will provide its own musical instruments. Amplifiers and other related equipment will be provided by the Musician, unless otherwise agreed to.

- The Act will be responsible for organizing/arranging of music, scheduling rehearsals, and payment of all related fees.

9. **Merchandise** The musician may offer recordings and other items for sale at the performance, and will retain all proceeds from the sales. The Purchaser will provide a table and chairs set up in an easily accessible and visible area of the venue, where practical.

10. **No Recording of Performance** No one will be allowed to record, reproduce, or transmit, the performance without the written approval of the Bandleader or Musician.

11. **Substitution** The Musician may name a qualified substitute to serve as a substitute bandleader.

12. **Amendment** This Agreement can only be amended by written agreement signed by the Purchaser and the Bandleader or Musician.

13. **Authority of Purchaser** By signing, Purchaser guarantees he has authority to book acts for this event. If Performance is canceled because Purchaser lacks/loses such authority, the Musician shall keep the non-refundable deposit as in described above.

X \_\_\_\_\_  
Signature of the Purchaser

X \_\_\_\_\_  
Signature of Bandleader/Musician  
(or Agent)

\_\_\_\_\_  
Purchaser's Full Name (please print)

\_\_\_\_\_  
Musician's Full Name (please print)

\_\_\_\_\_  
Address of the Purchaser

\_\_\_\_\_  
Address of the Musician

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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