

## Musician Performance Agreement

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 by one of the following methods upon completion of performance (check one):
    - Minimum Guarantee of \$ \_\_\_\_\_; or
    - 100% of ticket sales, less agreed-upon surcharges, if any; or
    - Minimum Guarantee of \$ \_\_\_\_\_ plus \_\_\_\_% of ticket sales; or
    - \_\_\_\_% of ticket sales plus \_\_\_\_% of business sales
    - Other: \_\_\_\_\_
  - 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.
  - If payment is based at least partly on revenues and expenses, the Purchaser will provide accounting of expenses and revenues with payment at the end of the performance. The Bandleader/Musician has the right to verify the take at the door, either through an independent monitoring of the take or by providing someone to collect the door charges.
  
7. **Purchaser Responsibility** The Purchaser will provide:
  - A venue representative as the Act's on-site contact at time of performance, who will be: \_\_\_\_\_.
  - Support staff of \_\_\_\_\_
  - Regularly maintained sound equipment described below: \_\_\_\_\_
  - Doors will open at \_\_\_\_\_ to begin setup/staging process. Sound support will begin at \_\_\_\_\_.

- The Purchaser will provide the following promotional efforts: \_\_\_\_\_  
\_\_\_\_\_.
8. **Act Responsibility** The Bandleader/Musician agrees that the Act will provide:  
Promotional materials \_\_\_\_\_ days before the performance, to include:  
\_\_\_\_\_.
  - 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. **Cancellation** The Purchaser may cancel the performance up to two weeks prior to the performance date without penalty. If the performance is cancelled with less than two weeks' notice, the Musician will be paid \$\_\_\_\_\_ or \_\_\_\_\_% of the agreed-upon payment as payment in full. These penalties shall not apply when cancellation is due to acts beyond the parties' control, such as natural disaster.
  12. **Substitution** The Musician may name a qualified substitute to serve as a substitute bandleader.
  13. **Amendment** This Agreement can only be amended by written agreement signed by the Purchaser and the Bandleader or Musician.
  14. **Authority of Purchaser** By signing, Purchaser guarantees he has authority to book acts for this venue. If Performance is canceled because Purchaser lacks/loses such authority, Purchaser is responsible for payment of any cancellation fee incurred per #11, 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



**Fair Trade Music Seattle**  
**c/o Musicians Association of Seattle**  
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