

# A KICK UP THE 80s

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An agreement made on **Friday 10 November 2006** between the "Management":

**xxxxxxx**

And the "Artists": Kevin Brewer, Robert Evans, Philip Evans, Alex May and Rachael Lacey

Performing collectively as the "Artiste" **A Kick up the 80s**

For the purposes of this document, each Artist as listed above shall be bound individually to the clauses herein, by way of collectively being known as the "Artiste".

Whereby it is agreed that the Management hereby engages the Artiste and the Artiste accepts the engagement to appear as known, under the terms and conditions and at the Venues and salaries stated herein.

The Artiste agrees to appear for 2 x 45 minute performance at: xxxxxxxx, on xxxxxxx.

The Artiste will receive a salary of £xxx. A deposit of £xx has been received; the balance of £xxx shall be paid in cash (GBP) on the day of the performance.

## **1. Acceptance**

- 1.1 This contract shall be deemed accepted when it is signed and returned by the Management within 21 days. If this contract is not returned within this time, the agreement shall be treated as void by any of the parties mentioned herein, without any liability against each other.

## **2. Cancellation or Alteration**

- 2.1 This contract does not allow for cancellation or alteration except by mutual consent in writing and signed by both parties
- 2.2 With outdoor events only, if the Artiste is prevented from presenting their act at any or all the performances due to inclement weather, providing that the Artiste present themselves, then full fees are due.
- 2.3 No salary shall be paid to the Artiste if they are unable to perform by reason of any cause beyond the Management control, such as National Mourning, War, Strike, Lock-out of the venue, Licensing or Public Authority order. In any event, notice must be given to the Artiste forthwith, failing which reasonable expenses must be paid.
- 2.4 If the Artiste suffers transportation problems – such as traffic problems, or vehicle breakdown which cannot be rectified by the recovery agency - the Artiste will contact the Management to inform them of the circumstances and to take the matter upon advisement if necessary.

## **3. Existing Obligations**

- 3.1 The Artiste warrants that at the time of signing this contract that they are not under contract to any third party that might preclude them from fulfilling the engagement and that they will not subsequently enter into any such contract.

#### **4. The Management will have responsibility for managing and providing:**

- 4.1 A minimum of 4 x 13 amp sockets on-stage for Artiste's sound equipment and lighting.
- 4.2 A minimum of 2 x 13 amp sockets off-stage for use by the Artiste's sound technician.
- 4.3 A raised stage area, of no less than 15 feet wide by 10 feet deep.
- 4.4 Access to the venue no less than 3 hours before the first performance, to allow the Artiste adequate time for setting-up of equipment, sound-checking and preparation.
- 4.5 An uninterrupted setting-up time of 1.5 hours
- 4.6 A secure, private and adequately equipped changing and rest area located immediately next to or immediately behind the performance area, to allow for between-set and mid-set costume changes by the Artiste and for private rest.
- 4.7 An orderly venue with a safe and secure environment for the Artiste to perform their duties. The Artiste reserves the right to cease the performance without notice upon uninvited interruption onto the stage by the Management or patrons during the performance. The Management will ensure that there is no unauthorised access to the performance area, or use of the Artiste's equipment at any time.
- 4.8 Adequate public liability cover by the Management (or venue if the venue is hired by the Management) against loss, damage or injury to the band or their equipment, if the said loss, damages or injury are caused by negligence of the Management or venue staff, guests or patrons, or by any agency employed by the Management.
- 4.9 Light refreshments and snacks on the day of the performance.
- 4.10 That the Artiste can conclude their performance by 11.30pm latest. If changes or delays in the running order of the evening result in the Artiste playing later than planned, the Artiste may reduce the length of the show to accommodate the above time limit.
- 4.11 The ability for The Artiste to take down and remove equipment from the room without affecting enjoyment or safety of the remaining guests.
- 4.12 Vehicular access directly outside the building's entry/exit doors.

#### **5. The Artiste shall agree to be responsible for:**

- 5.1 Providing Public Address system, amplification, musical instrumentation and equipment, costumes and make-up.
- 5.2 All transportation to and from the venue and transportation costs.
- 5.3 Arrival at the venue in good time, to allow adequate time for setting-up of equipment and sound-checking. Subject to circumstances outside of the Artiste's control, such as traffic problems or vehicle breakdown.
- 5.4 Adequate Public Liability Insurance whilst the Artiste is performing.
- 5.5 Conducting themselves in a professional and courteous manner at all times.
- 5.6 Using any equipment provided with professional care and attention.

**I, the undersigned acknowledge that I have read, understand and agree in full to the terms and conditions above and that they will be adhered to in full:**

Representing Artiste ..... Print Name ..... Date .....

Representing Management ..... Print Name ..... Date .....

Please sign and return one copy of this document to:

XXXXXXX  
XXXXXXX  
XXXXXXX  
XXXXXXX  
XXXXXXX  
XXXXXXX