

Giovanni Mandala-Acoustic Guitarist
Music Performance Policy & Agreement
for Restaurants, Wineries & Performance Venues

Welcome to Giovanni Mandala's music performance policy for restaurants, wineries, and performance venues. The following policy is an outline of my terms and conditions as an Artist and Independent Businessman. Please read the following information carefully.

This Agreement made as of ____/____/____ by and between the parties identified below.

In consideration for the following covenants, conditions, and promises, the Employer identified below agrees to hire the below-identified Artist to perform an engagement and the Artist agrees to provide such performance services, under the following terms and conditions:

This agreement for performance services is entered into by the musician(s) known as:

(now referred to as Artist)

and employer known as:

(now referred to as Employer)

Employer hires musician(s) on the terms and conditions set forth in this contract. Name(s) of musician(s):

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Place of Engagement _____ Date(s) _____

Street _____

Time (AM/PM) _____

City / State / Zip _____

Number of sets and duration _____

Phone(s) _____

Type of Engagement _____

Guaranteed Fee _____

Wage and Deposit _____

Deposit Amount/Date to be paid _____

Percentage (specify how it is to be calculated gross/net of ticket sales/ door/bar etc.) _____

Additional Terms and Conditions:

Sound Check - The set up and sound check time with full access to stage on the date of performance shall be at: _____ (AM / PM)

Security - Employer will provide sufficient security so that no unauthorized persons will have access to the stage area or backstage area. The band will provide names of persons or guests authorized to be backstage. If security backstage passes and/or laminates are to be used, a representative of the Artist will supply to the employer a photocopy of the pass system to be used for the performances per the terms and conditions of this agreement. Employer shall be responsible for any theft or damage to the equipment of Artist that may occur during the time the equipment is located on the Employer's premises, unless the artist, himself is responsible for any damage to his equipment.

Transcription – All performances shall not be recorded; videotaped, reproduced, transmitted or disseminated in or from the place of engagement in any manner or by any means whatsoever in the absence of specified written agreement with the Artist.

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Phone: (707) 953 8160 **email:** giovanimandala@comcast.net

website: www.GiovanniMandala.com

Promotion and Production – Check one of the following options:

- Artist shall be responsible for all matters pertaining to the promotion and production of the scheduled engagement, including but not limited to venue rentals, security, and advertising. Artist agrees to promote the scheduled performance(s) and will use its best efforts to obtain calendar listings, feature articles, interviews of the Artist, reviews of the performance and Artist's records in all local print, radio and television media.
- Employer shall be responsible for all matters pertaining to the promotion and production of the scheduled engagement, including but not limited to venue rentals, security, and advertising. Employer agrees to promote the scheduled performance(s) and will use its best efforts to obtain calendar listings, feature articles, interviews of the Artist, reviews of the performance and Artist's records in all local print, radio and television media.
- Both, Artist and Employer shall be responsible for all matters pertaining to the promotion and production of the scheduled engagement, including but not limited to venue rentals, security, and advertising. Both, Artist and Employer agrees to promote the scheduled performance(s) and will use its best efforts to obtain calendar listings, feature articles, interviews of the Artist, reviews of the performance and Artist's records in all local print, radio and television media.

Merchandising - Artist shall have the option to sell albums, books, and/or merchandising material at the performance and shall retain the proceeds of such sales.

Tickets (sold or free) - the Employer for the musician(s) shall provide tickets, either sold or free (if required). If tickets are sold, the employer will provide free tickets for the musician(s) plus 1 guest per musician.

Insurance - Employer agrees to retain any and all necessary personal injury or property damage liability insurance with respect to the activities of Artist on the premises of Employer or at such other location where Employer directs Artist to perform. Employer agrees to indemnify and hold Artist harmless from any and all claims, liabilities, damages, and expenses arising from any action or activity of Employer or Artist while Artist is rendering the contracted services except for claims arising from Artist's willful misconduct or gross negligence.

Cancellation - In the event that Employer cancels any performance less than five (5) weeks before the date of such performance, Employer will pay Artist, as liquidated damages, one-half of the guaranteed fee. In the event that Employer cancels any performance less than two (2) weeks before the date of such performance, Employer will pay Artist, as liquidated damages, the full guaranteed fee agreed to be paid for such performance. The agreement that musicians perform is subject to detention by sickness, accident, riot, strikes, epidemic, acts of God or other legitimate conditions beyond their control.

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Disputes - In the event any dispute arises under this Agreement that results in litigation or arbitration, the prevailing party shall be paid its reasonable attorney's fees and costs by the losing party.

Entire Agreement: Both parties, Employer and Artist do hereby agree to have read the above terms and conditions outlined in the Giovanni Mandala Music Performance Policy, and agree to acknowledge and adhere to them in business partnership. This contract and any attachments or riders incorporated herein, shall be governed by the State of Oregon law, may be modified only by signed writing, and is binding and valid only when signed by the parties below, and Artist has received the deposit (if required) specified no later than _____ (date).

Signature of Artist

Signature of Employer

Date: _____

Date: _____

Title

Title