

Giovanni Mandala-Acoustic Guitarist  
**Music Performance Policy & Agreement**  
*for Weddings & Special Events*

Welcome to Giovanni Mandala's music performance policy for weddings and special events. 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 Client 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:

**Ceremonial Scores** – An additional and separate contract for composition will be needed if the client is purchasing a specific piece of music to be composed and performed during the ceremony at the wedding and/or special event.

**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** - Client 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. Client 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 Client's premises, unless the artist himself is responsible for any damage to his equipment.

**Giovanni Mandala – Acoustic Guitarist**

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

**website:** www.GiovanniMandala.com

**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.

**Insurance** - Client 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 Client or at such other location where Client directs Artist to perform. Client agrees to indemnify and hold Artist harmless from any and all claims, liabilities, damages, and expenses arising from any action or activity of Client 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 Client cancels any performance less than five (5) weeks before the date of such performance, Client will pay Artist, as liquidated damages, one-half of the guaranteed fee. In the event that Client cancels any performance less than two (2) weeks before the date of such performance, Client 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.

**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, Client and Artist do hereby agree to have read the above terms and conditions outlined in the Giovanni Mandala Music Performance Policy for Weddings and Special Events, and agree to acknowledge and adhere to them in 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