

***Solomon Morrow Music***

**Entertainment Contract**

An agreement made on the DATE/2020 between YOURNAME (hereinafter called the Client) of the one part, and **David Solomon Morrow**, (hereinafter called the Artiste) of the other part, witnessed that the client hereby engages the artiste and the artiste accepts an engagement to present the following at the Venue and from the dates of the periods and at the salaries/fees stated in the schedule hereto;

**Name of Act:**    **Saxophonist David Solomon Morrow**

**Schedule**

 **Venue/Venue Address:**

 **Venue Telephone Number:**

**Date of Booking:** **Date of Performance:**

 **Venue Contact name:**

 **PA to Be provided by:** Artiste **Equipment To Be Set Up By:** Artiste
**Performance Time:**

 **\* IF EXTRA PERFORMANCE TIME IS NEEDED PLS TIP ACCORDINGLY \***
 **Agreed Fee Including Traveling Expenses:  $000.00**

**YOUR DATE IS NOT SECURED UNTIL THE $50 DEPOSIT IS RECEIVED**

 **(CashApp $DavidSolomonMorrow ,Check or Cash) / $300.00 paid upon arrival no later than end of setup**

**Contact Details All Parties**
**Client**

**Client Contact name: Marie Turner**

**Client Phone Number(s):**  **Client Email Address:** EMAIL ADDR@.com

**Artist**
**Artist Real Name:** David L. Solomon Morrow **PO BOX 881, Suwanee, GA 30024**

**Artist Telephone Number:** 770 843 4075 **Artist Email:** HotSaxSauce@gmail.com

**Signed:** **Artiste.       Date:**

 **Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Client.       Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Conditions of Contract Pg. 2 Initials \_\_\_\_\_\_\_\_\_\_**

1. **Cancellation Terms**

This contract may be canceled by either the Client or the Artiste provided that adequate and valid reason is given, and notice is given in writing at least 60 days before the performance date. If this Cancellation period is observed it facilitates Cancellation of this contract without penalty to either the Client or the Artiste.

2. If the contract is canceled outside the stated Cancellation period in clause 1 it will be subject to the following Cancellation fees payable immediately by the Cancelling party to the other party, unless an agreement to waiver these Cancellation fees is agreed by the canceled party or the Cancellation is subject to exceptions outlined in clauses 2e, 2f and clause 7.
a) More than 60 days from the performance date; No fee payable.
b) Between 31-59 days from the performance date; 25% of the full fee, less deposit.
c) Between 15-30 days from the performance date; 50% of the full fee, less deposit.
d) Between 0-14 days from the performance date; the full fee is payable.

**Exceptions**
e) In the event of illness of the Artiste the Cancellation fees will be wavered on production of a medical sick note issued by a registered medical professional to the Client. The note must state the Artiste was unable to perform on the date of the performance.

f) In the event that the Clients business be declared insolvent or bankrupt or cease to trade Cancellation fees will be wavered providing the Artiste is provided with written and official documentation of the businesses closure.

3. The Artiste agrees that the fee stated in this contract is inclusive of all expenses, holiday entitlements, traveling expenses to and from the venue and covers any payments whatsoever due to other members of the show.

4. The Artiste and Client agree that any further engagements offered to the Artiste as a result of this engagement, whether from the client named in this contract or any other potential client, shall be negotiated directly with the artiste and no commissions of any kind shall be payable to any third party.

5. The artiste warrants that all equipment used in the show is in good working order, is fit for purpose, and that no part of the performance is likely to be a danger to the artiste or any other person/s.

6. The adjustment of the volume and sound level of any equipment shall be as the Client reasonably requires while not inhibiting the performance in any way.

7. No fee shall be payable to the Artiste for any day upon which this engagement shall be suspended by reason of Royal Demise, National Mourning, Fire, Epidemic, War, Strikes, lockout or by reason of order of any Licensing or Public Authority.

8. The Artiste at the time of signing this contract shall not be under any contract to a third party that might preclude him/her or show members from fulfilling the engagement.

9. In signing this contract the Artiste agrees to the terms and conditions laid down.

10. The Artiste will be responsible for their own TAX & N.I. contributions as such no deductions of any kind will be made from the fee by the venue or its employees.

11. The Client shall be responsible for the provision of mains electricity in the performing area.

12. The Client will undertake all possible precautions to protect the Artistes equipment from members of the public, including but not limited to;

a) Providing a suitable performance/stage area free of public access.
b) Removing members of the public who stray on to the performance/stage area.

13. All deposits paid to the artist are non-refundable under any circumstances even if Cancellation.

14. This contract reflecting the terms and conditions as verbally agreed shall be deemed accepted only when it is signed and returned by both parties.

15. All contracts without exception should be sent by both parties with proof of delivery.

16. In the event that the Client is dismissed or has their employment terminated by the venue the venue will accept responsibility for the fulfillment or Cancellation of this contract except in cases where the client has hired the venue for the performance but is not employed directly by the venue.

17. In the event of dispute of this contract both parties when signing agrees to attend any hearing or mediation organized by either the Client or Artiste.