

Beautiful Day - U2 Tribute Band Performance Agreement

Basic Terms

Name of Band (Artist): Beautiful Day
Artist shall be billed as "Beautiful Day"

Name of venue: _____

Person booking performance (Purchaser): _____

Date(s) and time(s) of performance:

Number of sets and duration:

1 @60 minutes with 10-20 minute break. Encore set of up to 30 minutes.

Time for load-in: 2 hours

Time for sound check: 1 hour to be completed minimum 2 hours prior to show start time.

Total compensation:

Total:

Band's SS # or Fed. Tax ID #: ___522-27-1535

Artist's Right to Terminate

Artist reserves the right to terminate this Agreement within thirty (30) days of performance without any further obligation if purchaser has not fulfilled it's obligations contained in this agreement.

Rider and Attachments

Any attached Performance Agreement Rider (the Rider) and any other attachments or exhibits to this Agreement are incorporated in this Agreement by reference.

General

Nothing contained in this Agreement or the accompanying Rider constitutes either Purchaser or Artist a partner or employee of the other party. This Agreement and the accompanying Rider and exhibits express the complete understanding of the parties and may not be amended except in a writing signed by both parties. If a court finds any provision of this Agreement or the accompanying rider invalid or unenforceable, the remainder of this Agreement will be interpreted to best carry out the intent of the parties. This Agreement will be governed by and interpreted in accordance with the laws of the United States of America and or the State of New York. In the event of any dispute arising from or related to this Agreement, the prevailing party is entitled to attorney's fees.

Performance Agreement Rider

Terms and Conditions

Sound and Lighting System - (Check the following that applies)

Purchaser agrees to provide adequate sound reinforcement and lighting production, as well as trained technicians for competent and professional operation. Front of house engineer must be available prior to sound check.

Input and sound configuration:

Main vocal microphone - Beautiful day will provide one (1) wireless microphone for lead vox.

Guitarist vocal mic (1)

Drum mics (7-8 total) - kick, snare, hi-hat, toms (3), overheads (2)

Guitar rig mic (1)

Bass rig line DI (1)

Backing Tracks line DI (1)

Piano (1) line DI

Guitar #2 Mic and or line DI

Main front of house speakers, 3 floor monitors with separate mixes.

1 line monitor feed for drummer.

Beautiful Day agrees to provide, at extra cost, adequate sound reinforcement and lighting production, as well as trained technicians for competent and professional operation. Sound and lighting crew will contact the purchaser for club specs

Purchaser shall also provide sufficient AC power and outlets on stage.

Load In - Out

Purchaser shall provide access to venue and staging a minimum of five (5) hours prior to show time, including allowing a minimum of 2 hours prior to show time for completion of sound check. Load out will be immediately after show or access to venue shall be allowed not later than 11:00 am the day following the show start date.

Merchandise

Beautiful Day reserves the right to sell merchandise including but not limited to T-shirts, stickers, audio recordings, photos etc. at it's own discretion.

Security

Purchaser will provide adequate security so as to guarantee the safety of the audience and the Artist.

Special arrangements will include

Crowd Control, Ticket and or entry fee personnel.

Hospitality

Purchaser shall provide dressing rooms or areas with locks, adequate lights, chairs, mirrors, and clothing rack for the sole use of band and crew members. Special arrangements will include bottled water back-stage at time of show.

Accommodations

[] Purchaser will provide hotel accommodations of two double rooms in an appropriate hotel setting i.e... Holiday Inn, Best Western or Motel 6 for performances outside 100 mile radius of 2182 Wantagh Ave. Wantagh, NY. 11793 Rooms are to be guaranteed so that late arrivals/check ins are permitted.

Background Music

Purchaser will provide all background music played before and after the Artist's performance. No U2 shall be played for a minimum of 3 hours before or after Artists scheduled performance.

Clippings and Posters

Purchaser will forward copies of all clippings, reviews and posters to Artist.

Insurance

Purchaser will obtain and maintain, at its own expense, adequate personal injury and property damage liability insurance coverage. This coverage will extend to all activities related to Artist's engagement and performance. Except for claims arising from Artist's willful or intentional acts, Purchaser will indemnify Artist for any third-party claims.

Cancellation

If Purchaser cancels the performance less than four weeks before the performance, Purchaser will schedule make up date to occur within three to four weeks of original scheduled date of performance. If Purchaser cancels the performance less than two weeks before the performance, Purchaser will schedule a make up date to occur within three to four weeks of original scheduled date of performance and a return date to occur within six to eight weeks from newly scheduled performance. In the event of extreme weather conditions and/or terrorist attack Beautiful Day reserves the right to cancel a performance and reschedule to preserve the safety and well being of it's artists. The parties agree that such conditions are reasonable in light of anticipated or actual harm caused by the cancellation and the difficulties of proving the actual damages to Beautiful Day.

Pyrotechnic Devices

Artist will not use any pyrotechnic devices with exception to fog machine.

Video and Audio Taping

Purchaser will not arrange for video or audio taping or live broadcast without first receiving written approval from Artist.

Artist Name and Title: Beautiful Day - Michael Schmidt - Owner

Signature: _____

Address: 2182 Wantagh Ave. Wantagh, NY. 11793

Date:

Purchaser Name and Title:

Signature: _____

Address:

Date: