



313.402.7880 / joe@grandcircusmedia.com / f: 313.216.1739

This Agreement for the personal and musical services of **THE RAGBIRDS**, (hereinafter referred to as "Artist"), which include the specific details of a music booking Performance (hereinafter referred to as "Performance"), is entered into on this date, [REDACTED], by and between [REDACTED] (hereinafter referred to as "Purchaser") as listed below, and the Artist. Both Purchaser and Artist (hereinafter collectively referred to as "Parties") agree to and contract as follows:

PERFORMANCE:

BAND NAME: The Ragbirds
PERFORMANCE DATE:
GUARANTEE:
BACK END:
PAYABLE TO: The Ragbirds, LLC (06-1744554)

TICKET PRICES:
GROSS POTENTIAL:

MEALS:
DRINKS:

ACCOMMODATIONS:

LOAD IN:

SOUND CHECK:

START TIME:
END TIME:

CAPACITY:

AGE LIMIT:

OTHER BANDS:

MERCHANDISE:

CONTRACT DUE DATE:

VENUE / PROMOTER:

VENUE NAME:
VENUE CONTACT:
PHONE:
EMERGENCY PHONE:
FAX:
EMAIL:
WEBSITE:

PHYSICAL ADDRESS:

MAILING ADDRESS:

PUBLIC/PRIVATE: Public
ON SALE:
TICKET INFO:
TICKET WEB:

VENUE SUPPLIES PA
PRODUCTION CONTACT:
EMAIL:
PH:

BAND MANAGEMENT/PUBLICITY CONTACT:
Joe Choma – Grand Circus Media
313-402-7880 / joe@grandcircusmedia.com

AGENT: Joseph Choma

DATE:

SIGNATURE:

A handwritten signature in black ink, appearing to read "Joe Choma".

PURCHASER:

DATE:

SIGNATURE:

1. **PRESENTER'S UNDERTAKINGS** PRESENTER agrees to furnish, at its sole cost and expense, a place of performance on the date(s) and at the times(s) contained herein. PRESENTER further agrees to furnish the technical requirements as specified in attached Rider; and a secure place, capable of being locked, for the storage of props, equipment and the personal belongings of the ARTIST.

2. **AGENT'S UNDERTAKING** AGENT agrees to furnish ARTIST(S) necessary to the performance(s) defined herein.

3. **TAXES** Any taxes imposed on gross receipts by the federal government or by the tax authorities of any state or municipality shall be the sole responsibility of PRESENTER.

4. **INSURANCE** PRESENTER warrants that it has both personal injury and property damage liability insurance on the premises at which the performance shall be given.

5. **SANITARY WORKING CONDITIONS** PRESENTER agrees to comply with all applicable laws and ordinances pertaining to the maintenance of safe and sanitary working conditions for the performer(s).

6. **OBSERVANCE OF LAW** PRESENTER agrees to conform to all federal, state and local laws, orders, and regulations applicable to the performances as defined herein.

7. **JURISDICTION AND CHOICE OF LAW** It is expressly understood that this Agreement arose and was entered into in the state of Michigan, U.S.A., notwithstanding the actual status of any individual at the time of signing. It is further understood that the validity, construction and effect of this contract shall be governed by the laws of the State of Michigan, and by the signing of this Agreement the parties recognize the full jurisdiction of Michigan courts relative to any dispute arising out of Agreement.

8. **FORCE MAJEURE** In the event of sickness or accident to ARTIST, or if a performance is prevented, rendered impossible or infeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions or emergencies or any other similar or dissimilar cause beyond the control of ARTIST, it is understood and agreed that there shall be no claim for damages by PRESENTER, and that ARTIST'S obligations as to performance(s) stated herein shall be deemed waived. In the event of such non-performance for any of the reasons not stated here, if ARTIST is ready, willing and able to perform, PRESENTER shall pay the full compensation as defined herein, otherwise the monies (if any) advanced to ARTIST hereunder shall be returned on a pro-rata basis.

9. **WEATHER** Inclement weather rendering performance impossible, infeasible or unsafe shall not be deemed a Force Majeure event, and payment of agreed-to compensation shall be made as defined herein. If PRESENTER and ARTIST disagree as to whether rendition of performance(s) is impossible, not feasible or unsafe due to inclement weather, ARTIST'S determination as to performance shall prevail.

10. **ACTS OF REMISSION** In the event PRESENTER neglects to provide ARTIST with any of the contractual obligations as specified in Agreement and Rider, ARTIST shall retain any and all monies previously received as deposit from PRESENTER; PRESENTER remains liable to ARTIST for the contracted performance fee.

11. **RETAINER RIGHTS** If, on or before the date of any scheduled performance, PRESENTER has failed, neglected, or refused to perform any contract with any other ARTIST for any other engagement, or if the financial standing or credit of PRESENTER has been impaired or is in ARTIST'S opinion unsatisfactory, ARTIST shall have the right to demand payment from PRESENTER of contracted compensation. If PRESENTER fails or refuses to make such payment, ARTIST retains the right to cancel engagement by notice to PRESENTER to that effect, and shall retain any monies received previously from PRESENTER for said engagement; PRESENTER shall remain liable to ARTIST for contracted compensation.

12. **PREVAILING TERMS** In the event of any inconsistency between terms of this Agreement and Rider to any rider, addenda, exhibits or other attachments hereto, the terms as stated within ARTIST'S Agreement and Rider shall prevail.

13. **EXECUTION OF AGREEMENT** This Agreement cannot be signed or transferred without the written consent of ARTIST; contains the sole and complete terms between parties; may not be amended, supplemented, varied or discharged, except by an instrument in writing by both parties. The person executing this Agreement on PRESENTER'S behalf warrants his/her authority to do so and such person hereby personally assumes liability for the payment of contracted fee in full. The terms "PRESENTER", "ARTIST" and "AGENCY" as used herein shall include and apply to the singular, the plural, and to all genders.